

**IOWA WORKFORCE DEVELOPMENT
UNEMPLOYMENT INSURANCE APPEALS**

68-0157 (9-06) - 3091078 - EI

CLIFFORD W LATRAY

Claimant

APPEAL NO: 09A-UI-02777-DT

**ADMINISTRATIVE LAW JUDGE
DECISION**

HEARTLAND EXPRESS INC OF IOWA

Employer

OC: 01/11/09

Claimant: Respondent (1)

Section 96.5-1 – Voluntary Leaving

STATEMENT OF THE CASE:

Heartland Express, Inc. of Iowa (employer) appealed a representative's February 10, 2009 decision (reference 01) that concluded Clifford W. Latray (claimant)) was qualified to receive unemployment insurance benefits after a separation from employment. After hearing notices were mailed to the parties' last-known addresses of record, a telephone hearing was held on March 17, 2009. The claimant participated in the hearing. Lea Peters appeared on the employer's behalf and presented testimony from one other witness, Cliff Chapman. Based on the evidence, the arguments of the parties, and the law, the administrative law judge enters the following findings of fact, reasoning and conclusions of law, and decision.

ISSUE:

Did the claimant voluntarily quit for a good cause attributable to the employer?

FINDINGS OF FACT:

The claimant started working for the employer on November 26, 2003. He worked full time as an over-the-road driver in the employer's trucking business. His last day of work was January 15, 2009.

Throughout his employment the employer had routed the claimant back to his home for home time approximately every other weekend; he had always been able to drive his rig to his home. On or about January 9, 2009 the claimant's fleet manager informed him that he could not route him directly home any longer, that the employer could no longer afford to cover the transportation cost for a rig to be driven more than 50 miles one way out of the way to allow a driver to go home with a rig. The claimant's home was over 100 miles one way from the nearest route the employer normally would have him run. The employer did not offer the claimant any other alternative manner of transporting him home for his regular home time. As a result, on January 14 the claimant advised the employer that he could not remain in his employment, and on January 15 the claimant arranged to return his rig to the terminal nearest to his home.

REASONING AND CONCLUSIONS OF LAW:

If the claimant voluntarily quit her employment, he is not eligible for unemployment insurance benefits unless it was for good cause attributable to the employer. Iowa Code § 96.5-1. A substantial change in contract of hire is recognized as grounds that are good cause for quitting that is attributable to the employer. 871 IAC 24.26(1). A “contract of hire” is merely the terms of employment agreed to between an employee and an employer, either explicitly or implicitly; for purposes of unemployment insurance benefit eligibility, a formal or written employment agreement is not necessary for a “contract of hire” to exist, nor is it pertinent that the claimant remained an “at will” employee or that he could have continued performing his regular duties at the same rate of pay as in the past. No longer providing the claimant with a means of transportation home for his biweekly home time as established over his five plus years of employment is more than a “minor change” in the claimant’s work routine or conditions of employment.

“Good cause attributable to the employer” does not require fault, negligence, wrongdoing or bad faith by the employer, but may be attributable to the employment itself. Dehmel v. Employment Appeal Board, 433 N.W.2d 700 (Iowa 1988); Raffety v. Iowa Employment Security Commission, 76 N.W.2d 787 (Iowa 1956). While the employer may have had a good business reason for no longer providing a means for the claimant to get home for his home time, the change in the claimant’s home time transportation arrangement which was being implemented was a substantial change in the claimant’s contract of hire. Dehmel, supra. Benefits are allowed.

DECISION:

The representative’s February 10, 2009 decision (reference 01) is affirmed. The claimant voluntarily quit for good cause attributable to the employer. The claimant is qualified to receive unemployment insurance benefits, if he is otherwise eligible.

Lynette A. F. Donner
Administrative Law Judge

Decision Dated and Mailed

ld/css