

**IOWA WORKFORCE DEVELOPMENT
UNEMPLOYMENT INSURANCE APPEALS**

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

TENA M CHRISTIANSEN
Claimant

APPEAL NO. 20A-UI-11836-JTT

**ADMINISTRATIVE LAW JUDGE
DECISION**

DOLGENCORP LLC
Employer

OC: 07/12/20
Claimant: Appellant (2)

Iowa Code Section 96.5(1) – Voluntary Quit

STATEMENT OF THE CASE:

Tena Christiansen filed a timely appeal from the September 2, 2020, reference 02, decision that disqualified her for benefits and that relieved the employer's account of liability for benefits, based on the deputy's conclusion that Ms. Christiansen voluntarily quit on May 11, 2020 without good cause attributable to the employer. After due notice was issued, a hearing was held on November 20, 2020. Ms. Christiansen participated. The employer submitted written notice that the employer waived participation in the hearing. Exhibits A and B were received into evidence.

ISSUE:

Whether the claimant's voluntary quit was for good cause attributable to the employer.

FINDINGS OF FACT:

Having reviewed all of the evidence in the record, the administrative law judge finds: The claimant was employed by Dolgencorp, L.L.C., doing business as Dollar General as a full-time Assistant Manager from February 2020 until May 11, 2020, when she voluntarily quit. The claimant resides in Stanwood, Iowa. The claimant applied for work at the Stanwood store and was hired to work at the Stanwood store. During the application and hiring process, the claimant made clear that she was only interested in employment at the Stanwood store. The claimant had a young teenager at home and an ailing spouse at home. The claimant desired to be near her home so that she would meet her familial responsibilities. The claimant's wage in the Assistant Manager position was \$12.00 per hour.

After a week and a half in the employment, the employer assigned the claimant to help at the Lisbon store, about 20 miles away. At the time the employer assigned the claimant to assist at the Lisbon store, the employer told the claimant she would only be at the Lisbon store for two weeks. The employer did not return the claimant to the Stanwood store after two weeks.

During the time the claimant was assigned to the Lisbon store, the claimant's husband was hospitalized in Cedar Rapids. The claimant's husband passed away on April 15, 2020.

After the employer had kept the claimant at the Lisbon store for two months, the claimant asked to return to Stanwood store. At that time, the employer told the claimant that the employer had hired a new Assistant Manager at the Stanwood store and that the claimant's choice was to remain in the Assistant Manager position at the Lisbon store or return to the Stanwood store in the demoted position of cashier for \$7.25 per hour. The claimant told the employer this was not acceptable and voluntarily separated from the employment. The claimant needed to be closer to home to fulfill her parental duties.

REASONING AND CONCLUSIONS OF LAW:

Iowa Code section 96.5(1) provides:

An individual shall be disqualified for benefits, regardless of the source of the individual's wage credits:

1. Voluntary quitting. If the individual has left work voluntarily without good cause attributable to the individual's employer, if so found by the department.

In general, a voluntary quit requires evidence of an intention to sever the employment relationship and an overt act carrying out that intention. See *Local Lodge #1426 v. Wilson Trailer*, 289 N.W.2d 698, 612 (Iowa 1980) and *Peck v. EAB*, 492 N.W.2d 438 (Iowa App. 1992). In general, a voluntary quit means discontinuing the employment because the employee no longer desires to remain in the relationship of an employee with the employer. See 871 IAC 24.25.

Iowa Administrative Code rule 871-24.26(1) provides:

Voluntary quit with good cause attributable to the employer and separations not considered to be voluntary quits. The following are reasons for a claimant leaving employment with good cause attributable to the employer:

24.26(1) A change in the contract of hire. An employer's willful breach of contract of hire shall not be a disqualifiable issue. This would include any change that would jeopardize the worker's safety, health or morals. The change of contract of hire must be substantial in nature and could involve changes in working hours, shifts, remuneration, location of employment, drastic modification in type of work, etc. Minor changes in a worker's routine on the job would not constitute a change of contract of hire.

"Change in the contract of hire" means a substantial change in the terms or conditions of employment. See *Wiese v. Iowa Dept. of Job Service*, 389 N.W.2d 676, 679 (Iowa 1986). Generally, a substantial reduction in hours or pay will give an employee good cause for quitting. See *Dehmel v. Employment Appeal Board*, 433 N.W.2d 700 (Iowa 1988). In analyzing such cases, the Iowa Courts look at the impact on the claimant, rather than the employer's motivation. *Id.* An employee acquiesces in a change in the conditions of employment if he or she does not resign in a timely manner. See *Olson v. Employment Appeal Board*, 460 N.W.2d 865 (Iowa Ct. App. 1990).

The evidence in the record establishes a May 11, 2020 voluntary quit for good cause attributable to the employer. The employer substantially changed the conditions of the employment by moving the claimant to a different store about 20 miles more distant from her home. The claimant agreed to help at the more distant store based upon the employer's representation that the claimant would only be at the more distant store for a couple weeks.

The employer substantially changed the conditions of the employment by keeping the claimant at the more distant store longer and by declining to return the claimant to the Assistant Manager position at the Stanwood store. The employer changed the conditions of the employment by telling the claimant she would either have to stay at the Lisbon store or accept a demotion and substantial pay cut. The claimant at no point acquiesced in a permanent transfer to the Lisbon store and reasonably relied on the employer's representation that her time at the more distant store would be brief. A reasonable person would conclude that each of the substantial changes was detrimental to the claimant in light of her family circumstances. The claimant is eligible for benefits, provided she meets all other eligibility requirements. The employer's account may be charged.

DECISION:

The September 2, 2020, reference 02, decision is reversed. The claimant voluntarily quit the employment on May 11, 2020 for good cause attributable to the employer. The claimant is eligible for benefits, provided she is otherwise eligible. The employer's account may be charged for benefits paid to the claimant.



James E. Timberland
Administrative Law Judge

December 2, 2020
Decision Dated and Mailed

jet/scn