

**IOWA WORKFORCE DEVELOPMENT  
UNEMPLOYMENT INSURANCE APPEALS**

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

**CARMEN H BAEZA**  
Claimant

**APPEAL NO. 14A-UI-01349-VST**

**ADMINISTRATIVE LAW JUDGE  
DECISION**

**PILOT TRAVEL CENTERS LLC**  
Employer

**OC: 01/05/14**  
**Claimant: Respondent (1)**

Section 96.5-1 – Voluntary Quit

**STATEMENT OF THE CASE:**

The employer filed an appeal from a representative's decision dated January 27, 2014, reference 01, which held that the claimant was eligible for unemployment insurance benefits. After due notice, a hearing was held on February 26, 2014, by telephone conference call. The claimant participated personally. Employer participated by Kipp Kizer, regional manager. The record consists of the testimony of Carmen Baeza; the testimony of Kipp Kizer; and Employer's Exhibit 1.

**ISSUE:**

Whether the claimant voluntarily quit without good cause attributable to the employer.

**FINDINGS OF FACT:**

The administrative law judge, having heard the testimony of the witnesses and having considered all of the evidence in the record, makes the following findings of fact:

The employer is a self-fueling and convenience store serving the motoring public. The claimant was hired on June 28, 2012, as a general manager in training. When the claimant was hired, it was on the condition that once he completed his training, he would be assigned to manage a travel center in Pechulair, Missouri, which is in the Kansas City market. The manager at that store was going to transfer to Florida. The claimant told the employer and the employer agreed, that he would be given a store in the Kansas City market as the claimant did not want to relocate from that area.

After the claimant began his training, the employer acquired some additional locations and asked the claimant to manage a store in Percival, Iowa. It was agreed that this assignment in Iowa would be for one year only and that following this year, he would be given a store in the Kansas City market. This temporary relocation to Iowa occurred at the end of October 2012.

The claimant began inquiring about his relocation back to Kansas City in September 2013. At that time he was informed that there was nothing available in Kansas City and that the only alternative was to stay in Percival, Iowa. The claimant's lease was up and he did not want to

live in a small town. The claimant was told there was no alternative. The claimant was then informed that the employer would waive repayment of relocation expenses if he agreed to resign. The claimant gave a 30-day notice, which was honored by the employer by the payment of wages throughout the 30-day notice period. The claimant then moved back to Kansas City.

## **REASONING AND CONCLUSIONS OF LAW:**

Iowa Code section 96.5-1 provides:

An individual shall be disqualified for benefits:

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.

871 IAC 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:

(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.

A quit is a separation initiated by the employee. 871 IAC 24.1(113)(b). 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.

The claimant is eligible for unemployment insurance benefits. The evidence showed that the claimant quit for good cause attributable to the employer. When the claimant was hired, the employer agreed to employ the claimant in the Kansas City market following his 100 day training period. The employer did not live up to that agreement and instead asked the claimant to work for one year in Iowa, with the understanding that in October 2013, the claimant would be given a store in Kansas City. The employer did not assign the claimant to a store in Kansas City in October 2013, but rather asked the claimant to continue managing the store in Percival, Iowa. The claimant understandably wanted to relocate back to Kansas City. There was a significant change in the contract of hire when the employer failed to relocate the claimant to Kansas City. Accordingly, the claimant quit for good cause attributable to the employer. Benefits are allowed if the claimant meets all other eligibility requirements.

**DECISION:**

The decision of the representative dated January 27, 2014, reference 01, is affirmed. Unemployment insurance benefits are allowed, if the claimant is otherwise eligible.

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Vicki L. Seeck  
Administrative Law Judge

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Decision Dated and Mailed

vls/pjs