

**IOWA WORKFORCE DEVELOPMENT  
UNEMPLOYMENT INSURANCE APPEALS BUREAU**

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

**JODY ROTTINGHAUS**  
Claimant

**APPEAL NO. 18A-UI-06351-JTT**

**ADMINISTRATIVE LAW JUDGE  
DECISION**

**WEI SALES LLC**  
Employer

**OC: 05/13/18**  
**Claimant: Appellant (1)**

Iowa Code Section 96.5(1) – Voluntary Quit

**STATEMENT OF THE CASE:**

Jody Rottinghaus filed a timely appeal from the May 31, 2018, reference 01, decision that disqualified her for benefits and that relieved the employer of liability for benefits, based on the Benefits Bureau deputy's conclusion that Ms. Rottinghaus voluntarily quit on May 11, 2018 without good cause attributable to the employer to relocate with her spouse. After due notice was issued, a hearing was held on June 26, 2018. Ms. Rottinghaus participated. Luci Hengen-Reed of ADP represented the employer and presented testimony through Doug Carter and Beth Peters. Exhibits 1 and A were received into evidence.

**ISSUE:**

Whether Ms. Rottinghaus' 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: Jody Rottinghaus was employed by WEI Sales, L.L.C., as a full-time Customer Service Associate 1 from 2015 until May 11, 2018, when she voluntarily quit to relocate to Mason City. Ms. Rottinghaus' workplace was the Wells corporate office in Le Mars. Ms. Rottinghaus' work hours were 8:00 a.m. to 5:00 p.m., Monday through Friday. Ms. Rottinghaus' immediate supervisor throughout the employment was Beth Peters, Customer Service Supervisor. During times of inclement weather when the corporate office was closed and under other extenuating circumstances such as family emergencies that prevented Ms. Rottinghaus from reporting to the corporate office, the employer allowed Ms. Rottinghaus to perform her work duties from home. The employer made a telephone and computer available to Ms. Rottinghaus for that purpose. The employer did not allow Ms. Rottinghaus to work remotely outside of the above-mentioned extenuating circumstances.

In December 2017, Ms. Rottinghaus' husband, a Hy-Vee manager, was transferred to a Store Director position located in Mason City and moved to Mason City. Ms. Rottinghaus stayed behind to care for the couple's children while the couple prepared for the family to move to Mason City. In December 2017, Ms. Rottinghaus notified Ms. Peters that she would at some point be moving to Mason City to join her husband.

On March 2, 2018, Ms. Rottinghaus and the employer began to discuss the possibility of having Ms. Rottinhaus work remotely from Mason City during the employer's busy summer season. Ms. Rottinghaus, Ms. Peters, and Ms. Peter's supervisor, Denise Timmons participated in the meeting. Ms. Timmons and Ms. Peters agreed to look into whether short-term remote employment would be possible. On April 13, 2018, Ms. Rottinghaus met with Ms. Peters as part of a regularly scheduled meeting. Ms. Peters advised Ms. Rottinghaus that it would likely not be possible for her to work remotely.

On April 18, 2018, Ms. Peters notified Ms. Rottinghaus that the customer service department was sufficiently staffed and that the employer would not need for Ms. Rottinghaus to work remotely. During that contact, Ms. Rottinghaus gave notice that her last day in the employment would be May 11, 2018. Ms. Rottinghaus worked until May 11, 2018 and then voluntarily separated from the employment. At the time of the separation, the employer continued to have work available for Ms. Rottinghaus at the corporate office in Le Mars.

Ms. Rottinghaus moved to Mason City on May 18, 2018 and continues to reside in Mason City.

#### **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 Admin. Code r. 871-24.25(2) provides:

Voluntary quit without good cause. 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 from whom the employee has separated. The employer has the burden of proving that the claimant is disqualified for benefits pursuant to Iowa Code section 96.5. However, the claimant has the initial burden to produce evidence that the claimant is not disqualified for benefits in cases involving Iowa Code section 96.5, subsection (1), paragraphs "a" through "i," and subsection 10. The following reasons for a voluntary quit shall be presumed to be without good cause attributable to the employer:

(2) The claimant moved to a different locality.

The evidence in the record establishes a voluntary quit without good cause attributable to the employer. The quit was effective May 11, 2018. Throughout the employment, Ms. Rottinghaus' workplace was located in Le Mars. During the employment, Ms. Rottinghaus was only allowed

to work remotely under limited and extenuating circumstances involving severe weather or a family emergency. Ms. Rottinghaus elected to voluntarily separate from the employment to relocate with her family to Mason City. In connection with that move, Ms. Rottinghaus would no longer be available to report for work in Le Mars. If Ms. Rottinghaus had continued to be available to report for work in Le Mars, the employer continued to have work available for her. The parties' discussion regarding possible changes to the conditions of the employment to allow Ms. Rottinghaus to work remotely from Mason City, and the employer's decision, announced April 18, 2018, not to acquiesce in such a substantial change in the conditions of the employment, did not make Ms. Rottinghaus' quit involuntary and did not cause her quit to be for good cause attributable to the employer. The employer was under no obligation to acquiesce in such a substantial change in the conditions of the employment, despite the employer's initial willingness to engage in the discussion and despite allowing remote work under limited and extenuating circumstances during the employment.

Because Ms. Rottinghaus voluntarily quit the employment without good cause attributable to the employer, she is disqualified for benefits until she has worked in and been paid wages for insured work equal to ten times her weekly benefit amount. Ms. Rottinhaus must meet all other eligibility requirements. The employer's account shall not be charged.

**DECISION:**

The May 31, 2018, reference 01, decision is affirmed. The claimant voluntarily quit the employment effective May 11, 2018 without good cause attributable to the employer. The claimant is disqualified for benefits until she has worked in and been paid wages for insured work equal to ten times her weekly benefit amount. The claimant must meet all other eligibility requirements. The employer's account shall not be charged.

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James E. Timberland  
Administrative Law Judge

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Decision Dated and Mailed

jet/rvs