

**IOWA WORKFORCE DEVELOPMENT
Unemployment Insurance Appeals Section
1000 East Grand—Des Moines, Iowa 50319
DECISION OF THE ADMINISTRATIVE LAW JUDGE
68-0157 (7-97) – 3091078 - EI**

**BRAD J GRINNELL
2036 – 9TH ST #48
CORALVILLE IA 52241**

**DOMINO'S PIZZA
ATTN MICHAEL COLE
PO BOX 3009
IOWA CITY IA 52244**

**Appeal Number: 04A-UI-04223-CT
OC: 03/07/04 R: 03
Claimant: Appellant (1)**

This Decision Shall Become Final, unless within fifteen (15) days from the date below, you or any interested party appeal to the Employment Appeal Board by submitting either a signed letter or a signed written Notice of Appeal, directly to the **Employment Appeal Board, 4th Floor—Lucas Building, Des Moines, Iowa 50319.**

The appeal period will be extended to the next business day if the last day to appeal falls on a weekend or a legal holiday.

STATE CLEARLY

1. The name, address and social security number of the claimant.
2. A reference to the decision from which the appeal is taken.
3. That an appeal from such decision is being made and such appeal is signed.
4. The grounds upon which such appeal is based.

YOU MAY REPRESENT yourself in this appeal or you may obtain a lawyer or other interested party to do so provided there is no expense to Workforce Development. If you wish to be represented by a lawyer, you may obtain the services of either a private attorney or one whose services are paid for with public funds. It is important that you file your claim as directed, while this appeal is pending, to protect your continuing right to benefits.

(Administrative Law Judge)

(Decision Dated & Mailed)

Section 96.5(1) – Voluntary Quit

STATEMENT OF THE CASE:

Brad Grinnell filed an appeal from a representative's decision dated April 8, 2004, reference 03, which denied benefits based on his separation from Domino's Pizza. After due notice was issued, a hearing was held by telephone on May 6, 2004. The employer participated by Stacy Cole, Franchisee. Mr. Grinnell did not respond to the notice of hearing.

FINDINGS OF FACT:

Having heard the testimony of the witness and having reviewed all the evidence in the record, the administrative law judge finds: Mr. Grinnell was employed by Domino's Pizza from

October 1, 2002 until February 28, 2004. He was a part-time delivery person working out of the employer's Coralville location. On or about February 28, the employer decided to close the Coralville location. Mr. Grinnell reported to the workplace on February 28 but spoke to another employee outside. This other individual apparently told Mr. Grinnell about the planned closing. Mr. Grinnell did not enter the restaurant on February 28. All employees at the Coralville location were being transferred to the Iowa City location approximately eight minutes away.

Because Mr. Grinnell was not present to speak to the employer on February 28, attempts were made to contact him at home by telephone. He did not respond to messages left by the employer. There would have been no changes in his job duties, rate of pay, or work hours if he had accepted the transfer to Iowa City.

REASONING AND CONCLUSIONS OF LAW:

At issue in this matter is whether Mr. Grinnell was separated from employment for any disqualifying reason. He abandoned his job when he discontinued reporting for available work. He knew that continued employment was available at the Iowa City location but declined to accept it. The administrative law judge concludes that his separation shall be considered a voluntary quit. An individual who leaves employment voluntarily is disqualified from receiving job insurance benefits unless the quit was for good cause attributable to the employer. Iowa Code Section 96.5(1). Mr. Grinnell had the burden of proving that his quit was for good cause attributable to the employer. Iowa Code Section 96.6(2).

Mr. Grinnell did not participate in either the fact-finding interview or the hearing to explain why he stopped working for Domino's Pizza. The administrative law judge assumes that it was due to the change in his work location. The employer was not offering him a transfer to a remote location but to one only eight minutes from where he had been working. The administrative law judge does not consider this change to be so substantial as to constitute good cause attributable to the employer for quitting. He would not have suffered any loss of pay or hours with the transfer. Mr. Grinnell did not offer any evidence to establish that the transfer would have created a hardship for him. For the reasons stated herein, the administrative law judge concludes that Mr. Grinnell has failed to establish that he had good cause attributable to the employer for quitting. Accordingly, benefits are denied.

DECISION:

The representative's decision date April 8, 2004, reference 03, is hereby affirmed. Mr. Grinnell voluntarily quit his employment for no good cause attributable to the employer. Benefits are withheld until such time as he has worked in and been paid wages for insured work equal to ten times his weekly job insurance benefit amount, provided he satisfies all other conditions of eligibility.

cfc/kjf