

**IOWA WORKFORCE DEVELOPMENT
UNEMPLOYMENT INSURANCE APPEALS**

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

JOHN T DOYLE
Claimant

APPEAL NO. 11A-UI-13043-AT

**ADMINISTRATIVE LAW JUDGE
DECISION**

M D PRODUCTS INC
Employer

**OC: 08/28/11
Claimant: Respondent (1)**

Section 96.5-1 – Voluntary Quit

STATEMENT OF THE CASE:

M D Products, Inc. filed a timely appeal from an unemployment insurance decision dated September 28, 2011, reference 01, that allowed benefits to John T. Doyle. After due notice was issued, a telephone hearing was held December 13, 2011 with Mr. Doyle participating. Plant Manager John Schutz and Office Manager Faith Dick participated for the employer. Claimant Exhibits One through Seven were admitted into evidence.

ISSUE:

Did the claimant leave work with good cause attributable to the employer?

FINDINGS OF FACT:

John T. Doyle was employed by M D Products, Inc. from September 2009 until he resigned August 25, 2011. At the time Mr. Doyle was hired, M D Products, Inc. was located in Humboldt, Iowa. The company moved to Mason City. Company President Mike Dick agreed to pay mileage to Mr. Doyle from his home in Badger, Iowa to Mason City. Mr. Dick unilaterally changed the agreement to pay mileage only one way. Due to the cost of driving, Mr. Doyle resigned when he learned of the unilateral change.

REASONING AND CONCLUSIONS OF LAW:

The question is whether the evidence establishes that the claimant left work with good cause attributable to the employer. It does.

Iowa Code § 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.

A substantial change in the conditions of employment gives an individual good cause attributable to the employer to resign. See 871 IAC 24.26(1). The claimant lives in a small town just north of Fort Dodge. The commute from his home to Mason City is substantially longer and thus more costly than his commute to the employer's original location in Humboldt. Mr. Doyle testified under oath and subject to cross-examination that the company initially agreed to pay mileage to and from the job site. Mr. Dick, the person with whom Mr. Doyle had negotiated, was not called to testify. Finding Mr. Doyle's testimony credible, the administrative law judge concludes that the employer unilaterally changed the conditions of employment to the claimant's detriment. Benefits are allowed.

DECISION:

The unemployment insurance decision dated September 28, 2011, reference 01, is affirmed. The claimant is entitled to receive unemployment insurance benefits, provided he is otherwise eligible.

Dan Anderson
Administrative Law Judge

Decision Dated and Mailed

pjs/pjs