



DECISION OF COMMISSION

In the Matter of

Claudette D. Harvey, Claimant  
[REDACTED]

Eastern Microfilming Sales &  
Service, Inc.  
Richmond, Virginia

Employer

Date of Appeal

To Commission: August 15, 1973

Date of Hearing: September 11, 1973

Decision No.: 6085-C

Date of Decision: September 13, 1973

Place: Richmond, Virginia

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This is a matter before the Commission on appeal by the employer from the decision of the Examiner (No. UI-73-1392) dated August 3, 1973.

ISSUES

Was the claimant discharged for misconduct connected with her work within the meaning of § 60.1-58 (b) of the Code of Virginia (1950), as amended?

Did the claimant fail to accept an offer of suitable work within the meaning of § 60.1-58 (c) of the Code of Virginia (1950), as amended?

Did the claimant voluntarily leave her last employment without good cause within the meaning of § 60.1-58 (a) of the Code of Virginia (1950), as amended?

FINDINGS OF FACT

Eastern Microfilming, Richmond, Virginia, was the claimant's last employer for whom she had worked from August 31, 1968, through June 15, 1973.

In March 1973 the employer informed his employees that the facility in Richmond would be closed and the operation moved to Bassett, Virginia. He asked his employees to stay on stating that he would try to obtain employment for them elsewhere. The employees continued to work for him until June 1, 1973. Shortly before June 1, 1973, the claimant was asked to continue working until June 15, 1973.

She agreed to do so. The employer contacted several other employers attempting to find jobs for his employees. Finally, before closing down the facility, the employer asked the claimant if she would continue to work for him at his customer's locations. He stated that he would raise her guaranteed minimum salary from \$2.00 per hour to \$2.50 per hour, but that she would remain on production work so that she might continue to draw more as she had in the past. Additionally, the employer states that he would pay all parking expenses incurred on the job. He felt that the job at each office would last an average of one to two months. He said possibly there might be some weeks when she would not be employed because of lack of work.

The claimant stated that the employer offered her a minimum guarantee of only \$2.30 per hour. She stated that she refused the offer of employment because the pay was too low and she thought that there might be several months in which there would be a lack of work. The claimant indicated that she would rather attempt to find a full-time job herself.

#### OPINION

Inasmuch as no evidence was submitted which would indicate any action amounting to misconduct on the part of the claimant, it is concluded that she is not subject to the disqualifying provisions of § 60.1-58 (b) of the Virginia Unemployment Compensation Act.

Section 60.1-58 (c) of the Virginia Unemployment Compensation Act provides a disqualification if the claimant fails to accept an offer of suitable work. No valid objection can be made by the claimant as to the suitability of the work offered her inasmuch as she would be performing the same type of work at an increase in minimum guarantee. However, it is the opinion of the Commission that § 60.1-58 (c) presupposes unemployment of the claimant. Since this offer was made to her while she was still employed by the employer, it is felt that the decision as to any disqualification should not be based on § 60.1-58 (c) but rather on § 60.1-58 (a) of the Virginia Unemployment Compensation Act.

Section 60.1-58 (a) states that a claimant shall be disqualified for benefits if it is found that she left work voluntarily without good cause. As stated in Barbara J. Baskerville v. Eastern Microfilming Sales & Service, Inc., Decision No. 6084-C, decided this day, the term "good cause" connotes as minimum requirements real circumstances, substantial reasons and objective conditions that operate to produce correlative results; that is, excuses which will bear the test of reason. Here the claimant was offered substantially the same job that she was performing previously. Indeed, she was even offered an increase in her guaranteed minimum wage. Although she was desirous of a guarantee of a permanent job, she did not have good cause to refuse to accept the continued employment. She could have maintained this employment while searching for other employment rather than enter the ranks of the unemployed. Accordingly, it cannot be said that she left her employment due to good cause.