

**IOWA WORKFORCE DEVELOPMENT  
UNEMPLOYMENT INSURANCE APPEALS**

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

**BRYAN J BAKER**  
Claimant

**APPEAL NO. 12A-UI-11983-NT**

**ADMINISTRATIVE LAW JUDGE  
DECISION**

**AMERICAN BLUE RIBBON HOLDINGS LLC**  
Employer

**OC: 09/09/12**  
**Claimant: Respondent (1)**

Section 96.5-1 – Voluntary Quit

**STATEMENT OF THE CASE:**

The employer filed a timely appeal from a representative's decision dated September 26, 2012, reference 01, which held the claimant eligible to receive unemployment insurance benefits. After due notice was issued, a telephone hearing was held on October 31, 2012. The claimant participated. The employer participated by Mr. Thomas Kuiper, hearing representative, and witnesses Ms. Jennifer Moeller and Ms. Julie Perez.

**ISSUE:**

At issue is whether the claimant left employment with good cause attributable to the employer.

**FINDINGS OF FACT:**

Having considered the evidence in the record, the administrative law judge finds: Bryan Baker was employed by American Blue Ribbons Holdings LLC, doing business as Village Inn, from August 15, 2004, until September 11, 2012, when he voluntarily quit employment. Mr. Baker was employed as a full-time cook/supervisor and was paid by the hour. The claimant had been hired to work the company's evening shift.

Mr. Baker left his employment on September 11, 2012, after the employer had unilaterally changed the claimant's working hours to daytime hours that were not compatible with child care arrangements that were in place. Mr. Baker had specifically requested to be assigned to evening or night work at the time of hire because his wife worked days and separated work shifts were required to provide daycare.

Although Mr. Baker had been considered to be an excellent employee, a management decision was made to change the claimant to daytime work for an extended period so that his work and demeanor could be observed by the store manager. The employer had previously received a complaint from a night-shift worker complaining about Mr. Baker's demeanor. Mr. Baker was willing to transfer to daytime work temporarily and make temporary child care arrangements; however, the claimant felt it was inappropriate for an indefinite period for a matter that could have easily been investigated and determined by the company within one or two days. Although the employer was willing to make some concessions, such as allowing Mr. Baker to

work extended long hours three days per week, the accommodations would not change the claimant's child care issues and Mr. Baker left his employment when the employer was unwilling to allow him to return to evening work, a position that he had held for some years with the company. The claimant had only worked daytime hours for one period of time in the past, based upon his specific request at that time.

Although the employer believed that the allegation about Mr. Baker's conduct required him to be transferred to days so that his conduct could be observed, the employer kept the claimant's job position open for weeks after the claimant left in hopes that he would return.

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

The question before the administrative law judge is whether the evidence in the record establishes the claimant left employment with good cause attributable to the employer. It does.

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.

The administrative law judge concludes, based upon the evidence in the record, that the claimant had been hired primarily to work evenings or nights for the employer and had been assigned to work evenings or nights for a number of years before the employer decided to unilaterally change the agreement of hire by suddenly requiring Mr. Baker to work days, although the employer was aware that the change significantly impacted the claimant's child care arrangements. The claimant was willing to work a limited number of daytime shifts in order to give the employer a reasonable opportunity to make inquiries and take any action necessary based upon a previous complaint by an evening worker; however, the claimant was not willing to accept the substantial change in the agreement of hire for an extended period and repeatedly requested the employer to allow him to go back to evening work. When the employer would not allow the claimant to go back to the evening shift that he had worked for numerous years, Mr. Baker left his employment with the company. Good cause for leaving attributable to the employer has been shown. The claimant is eligible to receive unemployment insurance benefits, provided he meets all other eligibility requirements of Iowa law.

**DECISION:**

The representative's decision dated September 26, 2012, reference 01, is affirmed. The claimant left employment with good cause attributable to the employer. Unemployment insurance benefits are allowed, provided the claimant meets all other eligibility requirements of Iowa law.

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Terence P. Nice  
Administrative Law Judge

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Decision Dated and Mailed

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