

**IOWA WORKFORCE DEVELOPMENT  
UNEMPLOYMENT INSURANCE APPEALS BUREAU**

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**ANDREW J GROOETHAERT**  
Claimant

**ADECCO USA INC**  
Employer

**APPEAL 15A-UI-07918-JP-T**  
**ADMINISTRATIVE LAW JUDGE  
DECISION**

**OC: 06/07/15**  
**Claimant: Appellant (1)**

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Iowa Code § 96.5(1) – Voluntary Quitting

**STATEMENT OF THE CASE:**

The claimant filed an appeal from the July 9, 2015, (reference 01) unemployment insurance decision that denied benefits. The parties were properly notified about the hearing. A telephone hearing was held on August 5, 2015. Claimant participated. Employer participated through Branch Manager Todd Sebben and employer representative, Michele Hawkins. Laura Crow registered as an employer witness, but did not appear for the hearing.

**ISSUE:**

Did claimant voluntarily quit the employment with good cause attributable to employer?

**FINDINGS OF FACT:**

Having reviewed all of the evidence in the record, the administrative law judge finds: Claimant was employed full time on November 3, 2014 and then the hours were reduced to part time in January 2015 as a transcriptionist and was separated from employment on May 29, 2015, when he quit.

Claimant was initially placed with TSS through the employer (a temp agency) to work second shift. The hours were 37.5 per week and the agreed upon wage was \$9.00 per hour from 3:00 p.m. to 5:00 p.m. and \$9.50 per hour from 5:00 p.m. to 11:00 p.m. In January 2015, TSS changed claimant's hours and pay structure. Claimant's new hours were from 12:00 p.m. to 6:00 p.m. Claimant's new pay was dependent on the type of job; certain jobs paid \$9.00 per hour and the other jobs paid \$8.25 per hour. Claimant was not happy with the new pay structure. Claimant continued to work for TSS under the new hours and pay structure until his contract hours were completed on May 29, 2015.

On May 8, 2015, TSS told claimant his contract hours were almost completed. On May 20, 2015, TSS told claimant his contract hours were completed. TSS told claimant that he could work the next week and a half. Claimant then told his supervisor that he was going to work the next week and a half and his last day would be May 29, 2015. Claimant also called the employer to let them know when his contract hours were up and he would be done at TSS. Around this time, claimant was offered a permanent position with TSS. Claimant turned down

the permanent position because of the pay and TSS was not going to give him a raise. Claimant told the employer he would not accept the permanent position with TSS.

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

For the reasons that follow, the administrative law judge concludes claimant's separation from the employment was without good cause attributable to the employer. Benefits are denied.

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.

Iowa Admin. Code r. 871-24.26(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.

Claimant has the burden of proving that the voluntary leaving was for good cause attributable to the employer. Iowa Code § 96.6(2). "Good cause" for leaving employment must be that which is reasonable to the average person, not the overly sensitive individual or the claimant in particular. *Uniweld Products v. Indus. Relations Comm'n*, 277 So.2d 827 (Fla. Dist. Ct. App. 1973). In general, a substantial pay reduction of 25 to 35 percent or a similar reduction of working hours creates good cause attributable to the employer for a resignation. *Dehmel v. Emp't Appeal Bd.*, 433 N.W.2d 700 (Iowa 1988). A voluntary leaving of employment requires an intention to terminate the employment relationship accompanied by an overt act of carrying out that intention. *Local Lodge #1426 v. Wilson Trailer*, 289 N.W.2d 608, 612 (Iowa 1980).

Claimant was offered a permanent position with TSS. At hearing claimant said he refused to accept the permanent position with TSS because the pay was too low and TSS was not going to give him a raise. Claimant said there was a change in the terms of hire that made the pay too low. However, the change in the pay structure occurred in January 2015 and claimant continued to work for at least four months after that change, thus acquiescing to the changes.

Claimant refused to continue to work and accept a permanent position with TSS because he was not going to get a raise. While claimant's leaving the employment may have been based upon good personal reasons, it was not for a good-cause reason attributable to the employer according to Iowa law. Benefits must be denied.

**DECISION:**

The July 9, 2015, (reference 01) unemployment insurance decision is affirmed. Claimant voluntarily left the employment without 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 benefit amount, provided he is otherwise eligible.

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Jeremy Peterson  
Administrative Law Judge

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Decision Dated and Mailed

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