

**IOWA WORKFORCE DEVELOPMENT
UNEMPLOYMENT INSURANCE APPEALS**

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

JEFF L BUTLER
Claimant

APPEAL NO. 13A-UI-04418-NT

**ADMINISTRATIVE LAW JUDGE
DECISION**

ABM JANITORIAL SERVICES NORTH
Employer

OC: 03/10/13
Claimant: Appellant (2)

Section 96.5-1 – Voluntary Quit

STATEMENT OF THE CASE:

Claimant filed a timely appeal from a representative's decision dated April 4, 2013, reference 01, which denied unemployment insurance benefits finding the claimant voluntarily left employment without good cause. After due notice was provided, a telephone hearing was held on May 21, 2013. Claimant participated. Although duly notified, the employer did not respond to the notice of hearing and did not participate.

ISSUE:

The 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: Jeff Butler began employment with ABM Janitorial Services North in January 2011. Mr. Butler left his employer with ADM Janitorial Services North on or about February 19, 2013 due to a reduction in the agreed upon working hours.

On February 8, 2013, Mr. Butler was injured in a non-work-related automobile accident and provided timely notice to the employer that he had been hospitalized and would be unable to return to work until released by his physician. Mr. Butler initially was restricted from returning to work by a doctor's note until February 13, 2013. Subsequently, the claimant's doctor extended the period of time that Mr. Butler needed to be away from work until February 18, 2013. Mr. Butler informed the employer of his need to be off work and the reason, providing doctor's notes.

On February 19, 2013, the employer informed Mr. Butler that he had been replaced at his normal job assignment at Weeland Laboratories where he had been assigned to work four hours per night five days per week. The claimant had been replaced because he had been injured and unable to report to work for a period of time.

Mr. Butler left his employment when he was informed that the only job available to him upon his return was a janitorial position offering only a total of 11 working hours per week. Because the claimant considered this to be a substantial reduction in the number of working hours that had been agreed upon between the parties, the claimant left his employment with ABM Janitorial Services North. Mr. Butler had accepted substantial reductions in his working hours on two previous occasions and felt that the most recent one would be a change in the agreement and would not supply him sufficient compensation for his family needs.

REASONING AND CONCLUSIONS OF LAW:

The question before the administrative law judge is whether the evidence in the record establishes that 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.

In the matter at hand, the evidence in the record shows that Mr. Butler left his employment based upon what he reasonably considered to be a substantial change in the agreement of hire between himself and ABM Janitorial Services North. Mr. Butler left his employment when he was informed that he had been replaced on his previous long term job assignment that offered him 20 hours of work per week. The claimant was informed that he was to be placed on an assignment offering only 11 hours of work per week. Mr. Butler had twice in the past accepted substantial reductions in his working hours and felt the final reduction was contrary to the agreement between himself and ABM Janitorial Services North and a substantial reduction in working hours. There being no evidence to the contrary, the administrative law judge concludes that the claimant left employment with good cause attributable to the employer. Unemployment insurance benefits are allowed, providing the claimant meets all other eligibility requirements of Iowa law.

DECISION:

The representative's decision dated April 4, 2013, reference 01, is reversed. Claimant left employment with good cause attributable to the employer. Unemployment insurance benefits are allowed, provided the claimant is otherwise eligible.

Terence P. Nice
Administrative Law Judge

Decision Dated and Mailed

pjs/pjs