

**IOWA WORKFORCE DEVELOPMENT  
UNEMPLOYMENT INSURANCE APPEALS BUREAU**

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**ALYSSA K SANTANA**  
Claimant

**GIT-N-GO CONVENIENCE STORES INC**  
Employer

**APPEAL 21A-UI-04680-JC-T**  
**ADMINISTRATIVE LAW JUDGE  
DECISION**

**OC: 12/06/20**  
**Claimant: Appellant (2)**

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Iowa Code § 96.5(1) – Voluntary Quitting

**STATEMENT OF THE CASE:**

The claimant/appellant, Alyssa K. Santana, filed an appeal from the January 25, 2021 (reference 01) Iowa Workforce Development (“IWD”) unemployment insurance decision that denied benefits. The parties were properly notified about the hearing. A telephone hearing was held on April 12, 2021. The claimant participated. The employer, Git-n-Go Convenience Stores Inc., participated through Jeff English.

The administrative law judge took official notice of the administrative records. Based on the evidence, the arguments presented, and the law, the administrative law judge enters the following findings of fact, reasoning and conclusions of law, and decision.

**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: The claimant was employed full-time as a store and was separated from employment on July 5, 2020, when she quit the employment. Continuing work was available.

Claimant’s normal work schedule was Tuesday through Saturday, working 50 hours. Her assistant manager was responsible for working Sunday and Monday. Approximately two and a half months before separation, the assistant manager quit the employment. Employer had not yet rehired a new assistant to fill in. While employer did attempt to cover some of the shifts, employer required claimant to still work partial shifts on Sunday and Monday, meaning she worked seven days a week. Claimant stated she was exhausted from the work plus home responsibilities with her small children. Claimant overslept for her shift on July 5, 2020. When called by Mr. English, claimant tendered her resignation.

## REASONING AND CONCLUSIONS OF LAW:

For the reasons that follow, the administrative law judge concludes the claimant voluntarily quit the employment with good cause attributable to the employer.

Iowa Code section 96.5(1) provides:

An individual shall be disqualified for benefits, regardless of the source of the individual's wage credits:

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.

The claimant has the burden of proof to establish she quit with good cause attributable to the employer, according to Iowa law. "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. Industrial Relations Commission*, 277 So.2d 827 (Fla. App. 1973).

Ordinarily, "good cause" is derived from the facts of each case keeping in mind the public policy stated in Iowa Code section 96.2. *O'Brien v. EAB*, 494 N.W.2d 660, 662 (Iowa 1993)(citing *Wiese v. Iowa Dep't of Job Serv.*, 389 N.W.2d 676, 680 (Iowa 1986)). "The term encompasses real circumstances, adequate excuses that will bear the test of reason, just grounds for the action, and always the element of good faith." *Wiese v. Iowa Dep't of Job Serv.*, 389 N.W.2d 676, 680 (Iowa 1986) "[C]ommon sense and prudence must be exercised in evaluating all of the circumstances that lead to an employee's quit in order to attribute the cause for the termination." *Id.*

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.

While the employer is certainly entitled to make personnel decisions based upon its needs, that need does not necessarily relieve it from potential liability for unemployment insurance benefit payments. Claimant having to work seven days a week, instead of a 50 hour five day work week for a period of over two and a half months (with no established end date) is a substantial change in the agreement of hire. A reasonable person would quit under these circumstances. Claimant has established that the separation was with good cause attributable to the employer. Benefits are allowed, provided she is otherwise eligible.

**DECISION:**

The unemployment insurance decision dated January 25, 2021, (reference 01) is REVERSED. Claimant quit for good cause attributable to the employer. Benefits are allowed, provided she is otherwise eligible.



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April 16, 2021  
Decision Dated and Mailed

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