

**IOWA WORKFORCE DEVELOPMENT
UNEMPLOYMENT INSURANCE APPEALS**

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

DOROTHY L SMITH
Claimant

APPEAL NO: 06A-UI-08532-CT

**ADMINISTRATIVE LAW JUDGE
DECISION**

CASEY'S MARKETING COMPANY
Employer

OC: 07/23/06 R: 03
Claimant: Respondent (1)

Section 96.5(1) – Voluntary Quit

STATEMENT OF THE CASE:

Casey's Marketing Company filed an appeal from a representative's decision dated August 16, 2006, reference 01, which held that no disqualification would be imposed regarding Dorothy Smith's separation from employment. After due notice was issued, a hearing was held by telephone on September 11, 2006. Ms. Smith participated personally. The employer participated by Terri Harrelson, Manager.

ISSUE:

At issue in this matter is whether Ms. Smith was separated from employment for any disqualifying reason.

FINDINGS OF FACT:

Having heard the testimony of the witnesses and having reviewed all of the evidence in the record, the administrative law judge finds: Ms. Smith was employed by Casey's from August 8, 2000 until July 26, 2006. She worked full time making donuts and breakfast sandwiches. At the time of hire, Ms. Smith advised the employer that she participated in church camp during the months of June and July each year. The employer agreed to accommodate her during those times. Any time she missed from work as a result of attending bible camp was made up with vacation time as agreed to by the employer. She also indicated she wanted to have the week of the Iowa State Fair off each year. The employer also agreed to this stipulation. This agreement was restated on new forms completed by Ms. Smith for the employer in 2002. In years prior to 2006, Ms. Smith always had off the week of the fair.

Early in 2006, Ms. Smith wrote her vacation time on the calendar in the manager's office, which was the usual procedure. She was told in May that she might not be allowed to have the time off for the fair. On July 9, the employer advised employees that all requests for time off had to be on a form provided by the employer. On July 10, Ms. Smith formalized her request in writing. She was not notified until July 26 that she could not have the requested time off. The employer's reason for denying the request was the fact that Ms. Smith had been accommodated

in June and July to attend bible camp. At least four other employees were allowed time off during the week of the fair.

Ms. Smith reminded the employer that there was an agreement at the time of hire that she could have the week of the fair off each year. She left the employment on July 26, 2006, because the employer refused to honor its agreement. Ms. Smith had other complaints that contributed to her decision to quit. She filed a workers' compensation claim because of skin irritations caused by cleaning products she used at work. The employer's insurance company denied coverage, but Ms. Smith did not pursue her claim. An attorney offered to pursue the claim on her behalf in February of 2006, but she has not done so. Ms. Smith is unable to use Dawn brand soap because of skin irritation. However, the employer would not purchase an alternate product. Ms. Smith also believed the employer failed to complete incident reports on two occasions when she fell at work.

REASONING AND CONCLUSIONS OF LAW:

Ms. Smith quit her employment with Casey's. An individual who voluntarily quits employment is disqualified from receiving job insurance benefits unless the quit was for good cause attributable to the employer. Iowa Code section 96.5(1). Ms. Smith quit because the employer failed to honor its agreement to allow her to have the week of the state fair off each year. She had been allowed to have the week off each year of her employment, as agreed. The employer would not allow her to have the week off in 2006 and cited its accommodation of her bible camp activities as the reason. However, the agreement at the time of hire was that she would be accommodated for both bible camp and the fair.

The employer's refusal to honor the agreement made with Ms. Smith at the time of hire constituted a change in the terms and conditions of her employment. The employer did not articulate any legitimate business reason for not honoring the agreement. Based on the foregoing, the administrative law judge concludes that Ms. Smith had good cause attributable to the employer for quitting because of the employer's refusal to honor its commitment. Accordingly, benefits are allowed.

DECISION:

The representative's decision dated August 16, 2006, reference 01, is hereby affirmed. Ms. Smith quit her employment for good cause attributable to the employer. Benefits are allowed, provided she satisfies all other conditions of eligibility.

Carolyn F. Coleman
Administrative Law Judge

Decision Dated and Mailed

cfc/kjw