

**IOWA WORKFORCE DEVELOPMENT
UNEMPLOYMENT INSURANCE APPEALS**

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

KEEBLE E GRANT
Claimant

APPEAL NO: 11A-UI-01625-DT

**ADMINISTRATIVE LAW JUDGE
DECISION**

CRST VAN EXPEDITED INC
Employer

OC: 01/09/11

Claimant: Respondent (5)

Section 96.5-1 – Voluntary Leaving

STATEMENT OF THE CASE:

CRST Van Expedited, Inc. (employer) appealed a representative's February 1, 2011 decision (reference 01) that concluded Keeble E. Grant (claimant) was qualified to receive unemployment insurance benefits after a separation from employment. After hearing notices were mailed to the parties' last-known addresses of record, a telephone hearing was held on March 31, 2011. The claimant participated in the hearing. Sandy Matt appeared on the employer's behalf and presented testimony from one other witness, Collin Schneiders. Based on the evidence, the arguments of the parties, and the law, the administrative law judge enters the following findings of fact, reasoning and conclusions of law, and decision.

ISSUE:

Did the claimant voluntarily quit for a good cause attributable to the employer?

FINDINGS OF FACT:

The claimant started working for the employer on October 14, 2009. He worked full time as an over-the-road truck driver. His last day of work was the morning of November 10, 2010.

The claimant had been having some disputes with his co-driver and had requested that the employer pair him with another driver. The claimant had requested that he be routed to his home in Florida until the employer did find another co-driver to drive with him. The employer had agreed, but had asked the claimant to make another run to make a delivery in Miami, Florida before being routed to his home in Jacksonville, Florida. The claimant had initially agreed to this. After the claimant and his partner made that delivery, the employer sent the pair on another trip it wanted them to make to Virginia before routing the claimant home. The claimant and his co-driver had another argument at about this point, with the co-driver making threats of physical violence against the claimant, and even stopping the truck offering to fight with the claimant. The claimant then determined that his safety was in jeopardy and went home to Jacksonville directly. He sent the employer a message indicating that he was leaving the truck because of his concerns regarding his safety. There was some further communications between the claimant and some members of the employer's management after he left the truck, but ultimately the claimant was not returned to another truck because the claimant had left the truck.

REASONING AND CONCLUSIONS OF LAW:

A voluntary quit is a termination of employment initiated by the employee – where the employee has taken the action which directly results in the separation; a discharge is a termination of employment initiated by the employer – where the employer has taken the action which directly results in the separation from employment. 871 IAC 24.1(113)(b), (c). A claimant is not eligible for unemployment insurance benefits if he quit the employment without good cause attributable to the employer or was discharged for work-connected misconduct. Iowa Code §§ 96.5-1; 96.5-2-a.

Rule 871 IAC 24.25 provides that, in general, a voluntary quit means discontinuing the employment because the employee no longer desires to remain in the relationship of an employee with the employer from whom the employee has separated. The rule further provides that there are some actions by an employee which are construed as being voluntary quit of the employment, such as where an employee leaves rather than performing available work as assigned. 871 IAC 24.25.

The claimant departed the truck and the assigned delivery without approval; therefore, the separation is considered to be a voluntary quit. The claimant then has the burden of proving that the voluntary quit was for a good cause that would not disqualify him. Iowa Code § 96.6-2.

Intolerable or detrimental working conditions are good cause for quitting attributable to the employer. 871 IAC 24.26(4). “Good cause attributable to the employer” does not require fault, negligence, wrongdoing or bad faith by the employer, but may be attributable to the employment itself. Dehmel v. Employment Appeal Board, 433 N.W.2d 700 (Iowa 1988); Raffety v. Iowa Employment Security Commission, 76 N.W.2d 787 (Iowa 1956). The claimant has demonstrated that a reasonable person would find the threats of violence he was receiving from his co-driver caused the employer’s work environment detrimental or intolerable. O’Brien v. EAB, 494 N.W.2d 660 (Iowa 1993); Uniweld Products v. Industrial Relations Commission, 277 So.2d 827 (FL App. 1973).

Benefits are allowed.

DECISION:

The representative’s February 1, 2011 decision (reference 01) is affirmed as modified with no effect on the parties. The claimant voluntarily quit for good cause attributable to the employer. The claimant is qualified to receive unemployment insurance benefits, if he is otherwise eligible.

Lynette A. F. Donner
Administrative Law Judge

Decision Dated and Mailed

ld/pjs