

IOWA WORKFORCE DEVELOPMENT  
Unemployment Insurance Appeals Section  
1000 East Grand—Des Moines, Iowa 50319  
DECISION OF THE ADMINISTRATIVE LAW JUDGE  
68-0157 (7-97) – 3091078 - EI

STEVEN L WICHMAN  
APT 704  
98 ISSAACKS RD  
HUMBLE TX 77338

CRST INC  
c/o TALX EMPLOYER SERVICES  
PO BOX 1160  
COLUMBUS OH 43216-1160

Appeal Number: 05A-UI-08090-DWT  
OC: 07/03/05 R: 12  
Claimant: Respondent (2)

**This Decision Shall Become Final**, unless within fifteen (15) days from the date below, you or any interested party appeal to the Employment Appeal Board by submitting either a signed letter or a signed written Notice of Appeal, directly to the **Employment Appeal Board, 4<sup>th</sup> Floor—Lucas Building, Des Moines, Iowa 50319.**

The appeal period will be extended to the next business day if the last day to appeal falls on a weekend or a legal holiday.

STATE CLEARLY

1. The name, address and social security number of the claimant.
2. A reference to the decision from which the appeal is taken.
3. That an appeal from such decision is being made and such appeal is signed.
4. The grounds upon which such appeal is based.

YOU MAY REPRESENT yourself in this appeal or you may obtain a lawyer or other interested party to do so provided there is no expense to Workforce Development. If you wish to be represented by a lawyer, you may obtain the services of either a private attorney or one whose services are paid for with public funds. It is important that you file your claim as directed, while this appeal is pending, to protect your continuing right to benefits.

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(Administrative Law Judge)

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(Decision Dated & Mailed)

Section 96.5-1 – Voluntary Quit  
Section 96.3-7 – Recovery of Overpayment of Benefits

STATEMENT OF THE CASE:

CRST, Inc. (employer) appealed a representative's July 28, 2005 decision (reference 01) that concluded Steven L. Wichman (claimant) was qualified to receive unemployment insurance benefits and the employer's account was subject to charge, because the claimant voluntarily quit his employment for reasons that qualify him to receive unemployment insurance benefits. After hearing notices were sent to the parties' last-known addresses, a telephone hearing was held on August 23, 2005. The claimant participated in the hearing. Roy Bowers, the fleet manager, and Sandy Matt appeared on the employer's behalf. 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.

ISSUES:

Did the claimant voluntarily quit his employment for reasons that qualify him to receive unemployment insurance benefits?

Has the claimant been overpaid any unemployment insurance benefits?

FINDINGS OF FACT:

The claimant started working for the employer in March 2004. The claimant worked as a full-time over-the-road truck driver. After the employer hired him, the claimant understood that after a year of employment, he would be eligible to enter into a lease-to-purchase agreement to buy one of the employer's trucks.

After the claimant worked a year, he asked Bowers about purchasing a truck. The employer verified the claimant was eligible or qualified to purchase a truck when one became available. Bowers told the claimant one employee was ahead of him on the list. The claimant did not understand his name was on a list that included names of interested eligible drivers for the employer and the one person ahead of him was another local driver.

The claimant's wife, a former employee, received a postcard from the employer on July 1. The postcard indicated she could contact the employer about leasing a truck. When the claimant's wife contacted the employer, the claimant understood the employer would lease her a truck. On July 5, the employer called the claimant's wife and told her she was not eligible to lease one of the employer's trucks. The claimant again asked the employer if he could enter into a lease-to-purchase a truck. As of July 5, the employer would not lease any truck to an employee because the employer did not have enough drivers for the number of trucks it had available to drive. When the employer has 30 or more open trucks, the employer will not enter into a lease-to-purchase agreement with an employee. The claimant felt the employer was giving him run around and he would never be allowed to purchase a truck under the lease purchase plan. The claimant wanted his own truck. On July 5, the claimant quit his employment immediately because he could not purchase one of the employer's trucks at that time.

The claimant established a claim for unemployment insurance benefits during the week of July 3, 2005. The claimant filed claims for the weeks ending July 9 and 16, 2005. The claimant received his maximum weekly benefit amount of \$324.00 for each of these weeks.

REASONING AND CONCLUSIONS OF LAW:

A claimant is not qualified to receive unemployment insurance benefits if he voluntarily quits employment without good cause attributable to the employer. Iowa Code §96.5-1. The claimant voluntarily quit his employment on July 5, 2005. When a claimant quits, he has the burden to establish he quit with good cause attributable to the employer. Iowa Code §96.6-2.

The claimant quit because he concluded the employer changed its policy as to when an employee could purchase one of the employer's trucks through a lease-purchase agreement. The facts do not establish the employer changed its policy. Instead, the facts indicate the claimant did not know about all the conditions as to when the employer would sell an employee a truck. After the employer explained the policy and some of the conditions of purchasing a truck, the claimant became frustrated because he wanted to purchase a truck and did not want

to wait any longer to do so. The evidence does not establish that the employer substantially changed the employment relationship, which would constitute good cause for quitting. 871 IAC 24.26(1).

The claimant established compelling personal reasons for quitting. The reasons the claimant quit do not, however, qualify him to receive unemployment insurance benefits. Therefore, as of July 3, 2005, the claimant is not qualified to receive unemployment insurance benefits.

If an individual receives benefits he is not legally entitled to receive, the Department shall recover the benefits even if the individual acted in good faith and is not at fault in receiving the overpayment. Iowa Code §96.3-7. The claimant is not legally entitled to receive benefits for the weeks ending July 9 and 16, 2005. The claimant has been overpaid \$648.00 in benefits he received for these weeks.

DECISION:

The representative's July 28, 2005 decision (reference 01) is reversed. The claimant voluntarily quit his employment for personal reasons that do not qualify him to receive unemployment insurance benefits. The claimant is disqualified from receiving unemployment insurance benefits as of July 3, 2005. This disqualification continues until he has been paid ten times his weekly benefit amount for insured work, provided he is otherwise eligible. The employer's account will not be charged. The claimant is not legally entitled to receive benefits for the weeks ending July 9 and 16, 2005. The claimant has been overpaid any must repay \$648.00 in benefits he received for these weeks.

dlw/kjw