

**IOWA WORKFORCE DEVELOPMENT  
UNEMPLOYMENT INSURANCE APPEALS**

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

**CHRISTOPHER L MILLER**  
Claimant

**APPEAL NO: 14A-UI-10711-ET**

**ADMINISTRATIVE LAW JUDGE  
DECISION**

**CNH AMERICA LLC**  
Employer

**OC: 11/03/13**  
**Claimant: Appellant (1)**

Section 96.5-1 – Voluntary Leaving

**STATEMENT OF THE CASE:**

The claimant filed a timely appeal from the October 8, 2014, reference 02, decision that denied benefits. After due notice was issued, a telephone hearing was held before Administrative Law Judge Julie Elder on November 4, 2014. The claimant participated in the hearing. Jill Dunlop, Human Resources/Labor Relations Specialist, participated in the hearing on behalf of the employer.

**ISSUE:**

The issue is whether the claimant voluntarily left his employment with good cause attributable to the employer.

**FINDINGS OF FACT:**

Having reviewed all of the evidence in the record, the administrative law judge finds: The claimant was employed as a full-time HMC Machine Operator for CNH America from September 13, 2010 to September 23, 2014. He voluntarily quit his job because of a conflict with the employer about his vacation/vacation pay.

The claimant was on short-term disability from July 14 through September 22, 2014. He was released to return to work September 23, 2014. The claimant had five days of vacation built up and sometime between September 18 through 22, 2014 he asked Human Resources/Labor Relations Specialist Jill Dunlop if she would pay him for one of those days. Through email communication the claimant then told Ms. Dunlop he thought he had asked to be paid for all five days. Ms. Dunlop stated it could pay him on his following check. That upset the claimant because he would not receive his next paycheck until after the first week he returned to work and he did not want to be paid his vacation days the week he worked because he was concerned about paying higher taxes. He then told Ms. Dunlop he did not want his vacation pay that week but by then it had already been processed and he was told it was going to be left that way.

The claimant complained to his supervisor who texted Ms. Dunlop stating the claimant told him she was making him take his vacation days that week so he was going to leave work and use his vacation days even though it was his first day back after an extended absence. The claimant did not qualify to take his vacation that week under the union contract or the employer's policies which require an employee to complete a request for time off and submit it to his supervisor for approval. The language in the union contract dictates when he can put in for vacation. The claimant would not have been granted vacation under the employer's policy or the union contract and Ms. Dunlop told him if he wanted to take that week as vacation he would have to follow the policy and the union contract.

Employees must select their vacation in September, to be used between September and May 31. The selection is made by seniority. The employer also has an annual one week of summer vacation that can occur anytime in June, July, or August and the employee is expected to have saved one week of vacation for that as well.

The claimant's supervisor texted Ms. Dunlop that the claimant was going to leave the plant and Ms. Dunlop called the supervisor and then talked to the claimant on the supervisor's phone. She told him he needed to decide if he wanted his vacation paid out on his October 3, 2014 paycheck with any wages earned or if he wanted to save it for later to be used according to the union contract. The claimant stated he did not want it on his check where he would have wages because of the increase in taxes and Ms. Dunlop said he could save it for another time but could not take it as vacation starting that day. She explained he would have to use it per the union contract and the employer's policy. The claimant responded that he wanted to talk to his union representative and Ms. Dunlop said that was fine but he needed to make up his mind. The area manager then called Ms. Dunlop and told her the claimant stopped him on the production floor after he talked to Ms. Dunlop and said he wanted to save his vacation days for another time. Ms. Dunlop believed that was the claimant's final decision and consequently she told the area manager that was fine but because all of the claimant's back and forth Ms. Dunlop wanted the area manager to put the claimant's decision in writing with a union representative present when the claimant signed it. The area manager stated he would type the agreement and send it to the claimant's supervisor. Approximately ten minutes later Ms. Dunlop received a text message from the claimant's supervisor stating the claimant was so upset he was voluntarily quitting his job and was cleaning out his locker. The claimant's supervisor later told Ms. Dunlop he took the paperwork stating he was saving his vacation for another time to the claimant and he complained about how Ms. Dunlop treated him, stating she yelled at him. The area manager talked to the claimant and stated he was confused because he thought the employer had worked the vacation issue out the way he wanted and the claimant replied he "already had his wife's blessing to quit and that's what he was going to do" and then he left the premises.

The claimant testified he was upset that Ms. Dunlop yelled at him and he quit because he felt he would be labeled a problem employee and discharged because even though his job was not in jeopardy he had "seen it happen before." He further stated that he felt it was easier to explain a voluntary quit to a future employer even without a two-week notice or having another job lined up when he left. Ms. Dunlop stated that while she was frustrated with the claimant and she may have raised her voice but she did not yell at him and that his situation was a minor payroll matter that would not have led to him being considered a difficult employee.

## REASONING AND CONCLUSIONS OF LAW:

For the reasons that follow, the administrative law judge concludes the claimant voluntarily left his employment without good cause attributable to the employer.

Iowa Code § 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.

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. 871 IAC 24.25. Leaving because of unlawful, intolerable, or detrimental working conditions would be good cause. 871 IAC 24.26(3),(4). Leaving because of dissatisfaction with the work environment is not good cause. 871 IAC 24.25(1). The claimant has the burden of proving that the voluntary leaving was for good cause attributable to the employer. Iowa Code section 96.6-2.

While the claimant became frustrated with Ms. Dunlop, and she with him, in the end she acquiesced to his wishes and stated he could put off his vacation and take it according to employer policies and the union contract and he received exactly what he asked the employer to provide him. The claimant's fear that he would be labeled a trouble maker and his employment terminated because of a payroll issue is not persuasive. Additionally, while he is free to decide future employers will be more impressed by a potential employee who quit his last job without notice and without having another job lined up, that thinking is speculative at best. "Good cause" for leaving employment must be that which is reasonable to the average person, not to the overly sensitive individual or the claimant in particular. Uniweld Products v. Industrial Relations Commission, 277 So.2d 827 (Florida App. 1973). In this case, the claimant has not demonstrated that his leaving was for good cause attributable to the employer as that term is defined by Iowa law. Therefore, benefits are denied.

## DECISION:

The October 8, 2014, reference 02, decision is affirmed. The claimant voluntarily left his employment without good cause attributable to the employer. Benefits are withheld until such time as he has worked in and been paid wages for insured work equal to ten times his weekly benefit amount, provided he is otherwise eligible.

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Julie Elder  
Administrative Law Judge

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Decision Dated and Mailed

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