

**IOWA WORKFORCE DEVELOPMENT  
UNEMPLOYMENT INSURANCE APPEALS BUREAU**

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**ALEX A ROBINSON**  
Claimant

**CRST VAN EXPEDITED INC**  
Employer

**APPEAL 16A-UI-07762-H2T**

**ADMINISTRATIVE LAW JUDGE  
DECISION**

**OC: 06/05/16**  
**Claimant: Appellant (1)**

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Iowa Code § 96.5(1) – Voluntary Leaving

**STATEMENT OF THE CASE:**

The claimant filed an appeal from the July 8, 2016, (reference 01) unemployment insurance decision that denied benefits. The parties were properly notified about the hearing. A telephone hearing was held on August 3, 2016. Claimant participated. Employer participated through Kim Bateman, Human Resources Specialist.

**ISSUE:**

Did the claimant voluntarily quit his employment without good cause attributable to the employer?

**FINDINGS OF FACT:**

Having reviewed all of the evidence in the record, the administrative law judge finds: Claimant was employed full-time as an over-the-road driver beginning on July 4, 2015 through May 14, 2016 when he voluntarily quit.

The claimant went through schooling offered by the employer. As part of the employer agreeing to school the claimant in over-the-road driving, he had to agree to work for the company for ten months. When the claimant signed the agreement, he was given a wages scheduled the outline how much he would be paid per mile for every mile during the course of his employment. The wage scale ran well after ten months would be completed up to seventy-two months of employment. After the ten months was completed then the claimant could remain employed, but would be an at will employee and no longer a contract employee. The employer had continuing work for the claimant, but the claimant chose not to continue working for the employer. The claimant chose to voluntarily quit as he no longer wanted to work for the company. The wages he would be paid were accurately represented by the company.

The claimant has since sought to return to work for the employer and attended a portion of an orientation session in July 2016. The employer has opted not to rehire him as he failed a pre-employment drug screen.

## REASONING AND CONCLUSIONS OF LAW:

For the reasons that follow, the administrative law judge concludes the claimant voluntarily left the 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.

Iowa Admin. Code r. 871-24.25(13) and (27) provides:

Voluntary quit without good cause. 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 employer has the burden of proving that the claimant is disqualified for benefits pursuant to Iowa Code section 96.5. However, the claimant has the initial burden to produce evidence that the claimant is not disqualified for benefits in cases involving Iowa Code section 96.5, subsection (1), paragraphs "a" through "i," and subsection 10. The following reasons for a voluntary quit shall be presumed to be without good cause attributable to the employer:

(13) The claimant left because of dissatisfaction with the wages but knew the rate of pay when hired.

(27) The claimant left rather than perform the assigned work as instructed.

Claimant has the burden of proving that the voluntary leaving was for good cause attributable to the employer. Iowa Code § 96.6(2). A voluntary leaving of employment requires an intention to terminate the employment relationship accompanied by an overt act of carrying out that intention. *Local Lodge #1426 v. Wilson Trailer*, 289 N.W.2d 608, 612 (Iowa 1980).

The claimant could have remained employed with the company at the agreed upon wage rate if he had chosen to do so. Under the employment contract the claimant was only required to work for ten months to pay for the training, thereafter he would be considered an at will employee, but his employment would continue. The employment agreement did not end his employment at ten months. It is not credible to believe that the employer would hire a truck driver for only ten months. The wage information provided to the claimant at the time of his hire also makes clear that his employment will continue on after ten months as the chart itself goes all the way up to six years of employment.

Additionally the claimant's argument that the company was hostile or unsafe is not credible in that he went back and tried to be rehired by the company in July 2016. He was willing to work for the company again indicating that it was not an intolerable, hostile or unsafe work environment.

While claimant's decision to quit may have been based upon good personal reasons it was not a good-cause reason attributable to the employer for leaving the employment. Benefits must be denied.

**DECISION:**

The July 8, 2016, (reference 01) 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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Teresa K. Hillary  
Administrative Law Judge

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Decision Dated and Mailed

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