

**IOWA WORKFORCE DEVELOPMENT
UNEMPLOYMENT INSURANCE APPEALS**

ANGEL D COSME-RUIZ
Claimant

APPEAL NO. 17A-UI-01681-B2T

**ADMINISTRATIVE LAW JUDGE
DECISION**

CRST VAN EXPEDITED INC
Employer

OC: 01/08/17
Claimant: Appellant (1)

Iowa Code § 96.5-1 – Voluntary Quit

STATEMENT OF THE CASE:

Claimant filed an appeal from a decision of a representative dated February 2, 2017, reference 01, which held claimant ineligible for unemployment insurance benefits. After due notice, a hearing was scheduled for and held on March 7, 2017. Claimant participated. Employer participated by Kim Bateman. Claimant's Exhibits A through B were admitted into evidence.

ISSUE:

The issue in this matter is whether claimant quit for good cause attributable to employer.

FINDINGS OF FACT:

The administrative law judge, having heard the testimony and considered all of the evidence in the record, finds: Claimant last worked for employer on November 2, 2016. Claimant received semi driver's training from employer and had to work for employer for ten months to work off the cost of the training.

After the ten month period, employer stated to claimant that he could continue to work for employer or he could go off to another job. Claimant chose to leave the job with CRST, although he did have ongoing work available to him.

REASONING AND CONCLUSIONS OF LAW:

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.

The administrative law judge holds that the evidence has failed to establish that claimant voluntarily quit for good cause attributable to employer when claimant terminated the

employment relationship because he had finished the ten months of contracted employment after his driver's training. Claimant had the opportunity to continue his employment with employer, but chose not to continue the work as he'd finished the initial contract. The contract claimant entered into with employer was not a specific contract of employment, but rather a contract wherein claimant would be repaying employer for the training received by working for employer for a minimum period of time. The employment agreement between the parties had not ended on November 3, 2016. Rather, claimant had been given education by employer that was to be repaid through ten months of driving. Essentially, claimant completed the repayment of the loan after ten months of driving, but his employment was open to continue in an ongoing basis. As claimant continued to have the opportunity to work for employer without entering into any additional contract, claimant's voluntary quit is not deemed to be for good cause.

DECISION:

The decision of the representative dated February 2, 2017, reference 01, is affirmed. Unemployment insurance benefits shall be withheld until claimant has worked in and been paid wages for insured work equal to ten times claimant's weekly benefit amount, provided claimant is otherwise eligible.

Blair A. Bennett
Administrative Law Judge

Decision Dated and Mailed

bab/rvs