

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

ROBIN M BUCKLEY
156-A CREEK DR
LEESBURG GA 31763

CRST INC
c/o SHEAKLEY UNISERVICE INC
PO BOX 1160
COLUMBUS OH 43216-1160

Appeal Number: 04A-UI-11874-CT
OC: 10/10/04 R: 12
Claimant: Respondent (1)

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, 4th 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.

(Administrative Law Judge)

(Decision Dated & Mailed)

Section 96.5(1) – Voluntary Quit

STATEMENT OF THE CASE:

CRST, Inc. filed an appeal from a representative's decision dated October 28, 2004, reference 01, which held that no disqualification would be imposed regarding Robin Buckley's separation from employment. After due notice was issued, a hearing was held by telephone on December 14, 2004. Ms. Buckley participated personally. The employer participated by Sandy Matt, Human Resources Specialist.

FINDINGS OF FACT:

Having heard the testimony of the witnesses and having reviewed all the evidence in the record, the administrative law judge finds: Ms. Buckley was employed by CRST, Inc. as an

over-the-road truck driver from January 15 until September 9, 2004. At the time of hire, she and the employer signed a document regarding their respective rights and expectations. The document indicated that Ms. Buckley and her teammate could expect to drive from 4,500 to 6,000 miles per week. This would mean from 2,250 to 3,000 miles per week for Ms. Buckley.

Ms. Buckley was only provided the expected number of miles during one week of her employment. Otherwise, she was only provided from 1,500 to 1,800 miles per week. Therefore, she was not receiving the wages she anticipated earning. She spoke with management on several occasions but only noticed a marginal increase in miles. Ms. Buckley had put the employer on notice that she was unhappy with the number of miles she was receiving and that she would quit if the problem was not corrected. Because the miles were not increased to the expected level, Ms. Buckley quit.

REASONING AND CONCLUSIONS OF LAW:

At issue in this matter is whether Ms. Buckley was separated from employment for any disqualifying reason. An individual who voluntarily quits employment is disqualified from receiving job insurance benefits unless the quit was for good cause attributable to the employer. Iowa Code section 96.5(1). Ms. Buckley had the burden of proving that her quit was for good cause attributable to the employer. Iowa Code section 96.6(2). She quit because of a misrepresentation by the employer as to the number of miles she could expect to drive each week. It was the employer's contention that the document signed by Ms. Buckley and the employer did not represent a guarantee of miles. Although it may not have been a guarantee, it was certainly an inducement to accept the employment. If Ms. Buckley was not to expect a certain number of miles, then none should have been stated. It was the employer that had information, based on its experience, as to the number of miles drivers could expect each week. Therefore, Ms. Buckley had every reason to rely on the representations made by the employer in the document.

The employer breached its agreement to provide Ms. Buckley with a minimum number of miles each week. The breach was substantial as it adversely impacted her earnings. The employer was on notice that Ms. Buckley would quit if the miles provided did not meet the expected level. Because they did not, she had good cause attributable to the employer for quitting. Accordingly, benefits are allowed.

DECISION:

The representative's decision dated October 28, 2004, reference 01, is hereby affirmed as to result. Ms. Buckley voluntarily quit her employment for no good cause attributable to the employer. Benefits are allowed, provided she satisfies all other conditions of eligibility.

cfc/smc