

**IOWA WORKFORCE DEVELOPMENT  
UNEMPLOYMENT INSURANCE APPEALS**

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**BRUCE D NAUMAN**  
Claimant

**YRC INC**  
Employer

**APPEAL NO. 20A-UI-02360-JTT**

**ADMINISTRATIVE LAW JUDGE  
DECISION**

**OC: 02/23/20**  
**Claimant: Respondent (1)**

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Iowa Code Section 96.5(1) – Voluntary Quit

**STATEMENT OF THE CASE:**

The employer filed a timely appeal from the March 13, 2020, reference 01, decision that allowed benefits to the claimant provided he was otherwise eligible and that held the employer's account could be charged for benefits, based on the deputy's conclusion that the claimant voluntarily quit on February 24, 2020 due for good cause attributable to the employer. After due notice was issued, a hearing was held on April 21, 2020. Claimant Bruce Nauman participated. Skyler Wirtz represented the employer. The administrative law judge took official notice of the Agency's record of benefits disbursed to the claimant and received Exhibits 1, 2 and 3 into evidence. The administrative law judge took official notice of the fact-finding materials for the limited purpose of determining whether the employer participated in the fact-finding interview and, if not, whether the claimant engaged in fraud or intentional misrepresentation in connection with the fact-finding interview. The claimant declined to waive formal notice on the issue of whether he had been overpaid benefits under the Federal Pandemic Unemployment Compensation (FPUC) program, PL 116-136, Section 2104(b).

**ISSUE:**

Whether the claimant's voluntary quit was for good cause attributable to the employer.

**FINDINGS OF FACT:**

Having reviewed all of the evidence in the record, the administrative law judge finds: Bruce Nauman was employed by YRC, Inc., a freight delivery company, as a full-time Pick-up and Delivery Driver from February 10, 2020 until February 24, 2020, when he voluntarily quit the employment. Skyler Wirtz, Terminal Manager, was Mr. Nauman's primary supervisor. Mr. Nauman began the employment by riding along with another driver. Mr. Nauman made deliveries on his own in an assigned tractor-trailer for five work days. On the final day in the employment, a customer contacted Mr. Wirtz to report that Mr. Nauman had hit and damaged a trailer at the customer's site. The customer reported that four of the customer's employees had observed Mr. Nauman back into the trailer. The customer sent photos depicting the damage to the trailer. The customer indicated that he was going to contact law enforcement. Mr. Wirtz was able to dissuade the customer from contacting law enforcement with an exchange of insurance information and an assurance that YRC, Inc. would make the customer whole.

Mr. Wirtz contacted Mr. Nauman to discuss the customer's complaint and assertion. Mr. Wirtz told Mr. Nauman that the customer had been ready to contact law enforcement. Mr. Nauman denied that he had collided with the customer's trailer. When Mr. Nauman finished his deliveries for the day, he returned to the employer's office and gave verbal notice that he was quitting the employment effective immediately. Mr. Nauman told the employer that he did not want to work for a "piece of shit company" that did not trust him and did not take his word.

Mr. Nauman was upset about other aspects of the employment when he tendered his quit. Mr. Nauman had noted several equipment performance and safety issues during his brief time in the employment. These included a trailer with defective brakes, a trailer door with rollers that popped off, a tractor dashboard instrument panel to which someone had affixed black tape to cover a warning light, and a worn air filter that was well past the point of needing replacement. Mr. Nauman was also of the belief, based on his use of a cell phone software app, that the tractor's speedometer was not accurate. Mr. Nauman brought his concerns to the attention of YRC office staff person, Diane Florez, who had Mr. Nauman complete an equipment repair request to be addressed at some point in the ensuing 90 days.

Mr. Nauman was also upset at the time of the quit about the amount of time it took to complete daily deliveries. Ms. Nauman had accepted the employment with the understanding that the work hours would be 8:00 a.m. to 4:30 p.m., but found he was expected to work from 6:30 a.m. to as late as 9:30 p.m. to complete daily deliveries.

#### **REASONING AND CONCLUSIONS OF LAW:**

Iowa Code section 96.5(1) provides:

An individual shall be disqualified for benefits, regardless of the source of the individual's wage credits:

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 requires evidence of an intention to sever the employment relationship and an overt act carrying out that intention. See *Local Lodge #1426 v. Wilson Trailer*, 289 N.W.2d 698, 612 (Iowa 1980) and *Peck v. EAB*, 492 N.W.2d 438 (Iowa App. 1992). 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. See 871 IAC 24.25.

Quits due to intolerable or detrimental working conditions are deemed to be for good cause attributable to the employer. See Iowa Administrative Code rule 871-24.26(4). The test is whether a reasonable person would have quit under the circumstances. See *Aalbers v. Iowa Department of Job Service*, 431 N.W.2d 330 (Iowa 1988) and *O'Brien v. Employment Appeal Bd.*, 494 N.W.2d 660 (1993). Aside from quits based on medical reasons, prior notification of the employer before a resignation for intolerable or detrimental working conditions is not required. See *Hy-Vee v. EAB*, 710 N.W.2d 213 (Iowa 2005).

When a claimant voluntarily quits employment due to unsafe working conditions, the quit is deemed to be for good cause attributable to the employer. See Iowa Administrative Code rule 871-24.26(2).

When a claimant voluntarily quits employment in response to a reprimand, the quit is presumed to be without good cause attributable to the employer. Iowa Admin. Code r. 871-24.25(28)

The weight of the evidence in the record establishes a voluntary quit for good cause attributable to the employer. If the quit had merely been based on the discussion about whether Mr. Nauman hit the trailer, the quit would have been without good cause attributable to the employer. The employer did not act unreasonably by contacting Mr. Nauman in response to the customer's complaint. However, the quit was based on other factors as well. These included multiple indications that the employer's equipment had been neglected and presented legitimate safety concerns. Another was the misrepresentation of the work hours. These issues had a detrimental impact on Mr. Nauman and could have caused a reasonable, similarly-situated person to leave the employment. Mr. Nauman is eligible for benefits, provided he is otherwise eligible. The employer's account may be charged for benefits.

**DECISION:**

The March 13, 2020, reference 01, decision is affirmed. The claimant voluntarily quit the employment on February 24, 2020 for good cause attributable to the employer. The claimant is eligible for benefits, provided he is otherwise eligible. The employer's account may be charged for benefits paid to the claimant.



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James E. Timberland  
Administrative Law Judge

April 24, 2020  
Decision Dated and Mailed

jet/scn