

**IOWA WORKFORCE DEVELOPMENT  
UNEMPLOYMENT INSURANCE APPEALS BUREAU**

---

**LAWRENCE B HUGHES  
101 3<sup>RD</sup> ST. APT. 3  
CLARION, IA 51525-1554**

**HEARTLAND EXPRESS INC OF IOWA  
ACCOUNTING  
901 N KANSAS AVE  
NORTH LIBERTY, IA 52317-4725**

**DIA APPEAL NO. 20IWDUI0042  
IWD APPEAL NO. 20A-UI-01924-AW-T**

**ADMINISTRATIVE LAW JUDGE  
DECISION**

**APPEAL RIGHTS:**

**This Decision Shall Become Final**, unless within fifteen (15) days from the mailing date below the administrative law judge's signature on the last page of the decision, 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:

*Employment Appeal Board  
4<sup>th</sup> Floor – Lucas Building  
Des Moines, Iowa 50319  
or  
Fax (515) 281-7191*

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.

**AN APPEAL TO THE BOARD SHALL STATE CLEARLY:**

The name, address and social security number of the claimant.

A reference to the decision from which the appeal is taken.

That an appeal from such decision is being made and such appeal is signed.

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.

**SERVICE INFORMATION:**

A true and correct copy of this decision was mailed to each of the parties listed.

---

**ONLINE RESOURCES:**

UI law and administrative rules: <https://www.iowaworkforcedevelopment.gov/unemployment-insurance-law-and-administrative-rules>

UI Benefits Handbook: <https://www.iowaworkforcedevelopment.gov/unemployment-insurance-benefits-handbook-guide-unemployment-insurance-benefits>

Handbook for Employers and forms: <https://www.iowaworkforcedevelopment.gov/employerforms>

Employer account access and information: <https://www.myiowaui.org/UITIPTaxWeb/>

National Career Readiness Certificate and Skilled Iowa Initiative: <http://skillediowa.org/>

**IOWA WORKFORCE DEVELOPMENT  
UNEMPLOYMENT INSURANCE APPEALS BUREAU**

LAWRENCE B HUGHES  
Claimant

HEARTLAND EXPRESS INC OF  
IOWA ACCOUNTING  
Employer

**DIA APPEAL NO. 20IWDUI0042  
IWD APPEAL NO. 20A-UI-01924-AW-T**

**ADMINISTRATIVE LAW JUDGE  
DECISION**

**OC: 1/26/20  
Claimant: Appellant (2)**

Iowa Code § 96.5(2)a – Discharge for Misconduct  
Iowa Code § 96.5(1) – Voluntary Quitting

**STATEMENT OF THE CASE:**

The claimant/appellant filed an appeal from the January 26, 2020, (reference 01) unemployment insurance decision that denied benefits based upon a finding that the claimant had been discharged from employment for conduct not in the best interest of his employer. The parties were properly notified of the hearing. A telephone hearing was held on April 16, 2020. The claimant participated personally and testified. The employer participated through its HR representative Lea Peters. Official notice was taken of the administrative file.

**ISSUE:**

Was the claimant discharged for disqualifying job-related misconduct?

Did claimant voluntarily quit the employment with good cause attributable to employer?

**FINDINGS OF FACT:**

Claimant Lawrence Hughes was a full-time over-the-road truck driver working for Heartland Express. His first day of work for Heartland was June 2, 2018, and he was terminated on December 18, 2019. Hughes's direct supervisor was Dan Klinzman. On December 18, 2019,

Klinzman informed Hughes by telephone that he was being terminated due to an accident that had occurred the previous day and because of a series of similar incidents over the past year.

Ms. Peters explained that between November 19, 2018, and December 17, 2019, Hughes had been involved in at least 10 “preventable” accidents or incidents in which his truck was damaged. Among other incidents, Peters noted that Hughes had curbed his tires, backed up and struck a parked vehicle, scraped his trailer against a pole, damaged a bumper, backed into a dock, turned too tight, and damaged a cab extender. While Heartland expects that its drivers will have some incidents, Peters believes Hughes has been involved in too many. However, Heartland does not have any evidence or believe that Hughes acted intentionally or willfully.

In light of these numerous incidents, on December 9, 2019, Klinzman met with Hughes to discuss his driving and Hughes was issued a verbal warning. Then, with regard to the December 17, 2019, accident, Hughes was in Indiana when he backed into another truck causing Heartland to have to pay out \$2732 to the owner of the damaged truck. This was the final act that caused Heartland to terminate Hughes’s employment. When Hughes was hired he was presented with a policy manual that stated an accident may be grounds for termination.

According to Hughes, he is a good driver, and he has improved since he had his medications changed. Of the incidents noted by Peters, Hughes was never issued a traffic citation, there were never any personal injuries, and police were never called. He would characterize the incidents as minor or acts of simple negligence. Some of them, in fact, were not his fault. Hughes loved his job with Heartland and he always wanted to remain there.

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

For the reasons that follow, the administrative law judge concludes the claimant was discharged from employment for no disqualifying reason. Benefits are therefore allowed. As a preliminary matter, I find that Claimant did not quit. Claimant was discharged from employment.

Iowa Code § 96.5(2)a provides:

An individual shall be disqualified for benefits:

2. Discharge for misconduct. If the department finds that the individual has been discharged for misconduct in connection with the individual's employment:

a. The individual shall be disqualified for benefits until the individual has worked in and has been paid wages for insured work equal to ten times the individual's weekly benefit amount, provided the individual is otherwise eligible.

Iowa Admin. Code r. 871-24.32(1)a provides:

Discharge for misconduct.

(1) Definition.

a. "Misconduct" is defined as a deliberate act or omission by a worker which constitutes a material breach of the duties and obligations arising out of such worker's contract of employment. Misconduct as the term is used in the disqualification provision as being limited to conduct evincing such willful or wanton disregard of an employer's interest as is found in deliberate violation or disregard of standards of behavior which the employer has the right to expect of employees, or in carelessness or negligence of such degree of recurrence as to manifest equal culpability, wrongful intent or evil design, or to show an intentional and substantial disregard of the employer's interests or of the employee's duties and obligations to the employer. On the other hand mere inefficiency, unsatisfactory conduct, failure in good performance as the result of inability or incapacity, inadvertencies or ordinary negligence in isolated instances, or good faith errors in judgment or discretion are not to be deemed misconduct within the meaning of the statute.

This definition has been accepted by the Iowa Supreme Court as accurately reflecting the intent of the legislature. *Huntoon v. Iowa Dep't of Job Serv.*, 275 N.W.2d 445, 448 (Iowa 1979).

Iowa Admin. Code r. 871-24.32(4) provides:

(4) Report required. The claimant's statement and employer's statement must give detailed facts as to the specific reason for the claimant's discharge. Allegations of misconduct or dishonesty without additional evidence shall not be sufficient to result in disqualification. If the employer is unwilling to furnish available evidence to corroborate the allegation, misconduct cannot be established. In cases where a suspension or disciplinary layoff exists, the claimant is considered as discharged, and the issue of misconduct shall be resolved.

Iowa Admin. Code r.871-24.32(8) provides:

(8) Past acts of misconduct. While past acts and warnings can be used to determine the magnitude of a current act of misconduct, a discharge for misconduct cannot be based on such past act or acts. The termination of employment must be based on a current act.

The employer has the burden of proof in establishing disqualifying job misconduct. *Cosper v. Iowa Dep't of Job Serv.*, 321 N.W.2d 6 (Iowa 1982). In an at-will employment environment an employer may discharge an employee for any number of reasons or no reason at all if it is not contrary to public policy, but if it fails to meet its burden of proof to establish job related misconduct

as the reason for the separation, it incurs potential liability for unemployment insurance benefits related to that separation. The issue is not whether the employer made a correct decision in separating claimant, but whether the claimant is entitled to unemployment insurance benefits. *Infante v. Iowa Dep't of Job Serv.*, 364 N.W.2d 262 (Iowa Ct. App. 1984).

What constitutes misconduct justifying termination of an employee and what misconduct warrants denial of unemployment insurance benefits are two separate decisions. *Pierce v. Iowa Dep't of Job Serv.*, 425 N.W.2d 679 (Iowa Ct. App. 1988). A determination as to whether an employee's act is misconduct does not rest solely on the interpretation or application of the employer's policy or rule. A violation is not necessarily disqualifying misconduct even if the employer was fully within its rights to impose discipline up to or including discharge for the incident under its policy.

Misconduct serious enough to warrant discharge is not necessarily serious enough to warrant a denial of job insurance benefits. Such misconduct must be "substantial." *Newman v. Iowa Dep't of Job Serv.*, 351 N.W.2d 806 (Iowa Ct. App. 1984). The focus of the administrative code definition of misconduct is on deliberate, intentional, or culpable acts by the employee. *Id.* When based on carelessness, the carelessness must actually indicate a "wrongful intent" to be disqualifying in nature. *Id.* Negligence does not constitute misconduct unless recurrent in nature; a single act is not disqualifying unless indicative of a deliberate disregard of the employer's interests. *Henry v. Iowa Dep't of Job Serv.*, 391 N.W.2d 731 (Iowa Ct. App. 1986). Further, poor work performance is not misconduct in the absence of evidence of intent. *Miller v. Emp't Appeal Bd.*, 423 N.W.2d 211 (Iowa Ct. App. 1988). The law limits disqualifying misconduct to substantial and willful wrongdoing or repeated carelessness or negligence that equals willful misconduct in culpability. *Lee v. Employment Appeal Bd.*, 616 N.W.2d 661 (Iowa 2000) (fact that claimant, who was a snowplower, had two accidents involving utility lines within three days did not constitute misconduct such as would disqualify claimant from receiving unemployment benefits; there was no evidence that claimant intentionally or deliberately damaged utility lines or violated any traffic laws, and there was uncontroverted evidence that accidents were beyond claimant's control).

Even Heartland concedes, as it must, that there is no evidence of willful or intentional behavior with regard to Hughes's accidents. Rather, the best evidence in this record is that they were simple acts of poor driving, or in other words, negligence. They were all minor incidents. No citations were ever issued and nobody was ever injured. Nothing in this record would lend an

inference that Hughes harbored any willful intent or that there was a deliberate disregard of the employer's rights. In fact, some of the incidents were not even Hughes's fault. As to the final incident, it fit the pattern of incidents caused by his inadvertence or negligence. This cannot be characterized as misconduct serious enough to warrant a denial of job insurance benefits. These were not deliberate or culpable acts.

Accordingly, in this case there was no final act of misconduct that the claimant committed that would disqualify Hughes from receiving benefits. To establish misconduct that will disqualify employee from unemployment compensation benefits, employer must prove conduct by employee consisted of deliberate acts or omissions or evinced such carelessness as to indicate wrongful intent. This is not present here. As such, employer has failed to prove that claimant was discharged for any current act of job-related misconduct that would disqualify him from receiving benefits. Benefits are allowed.

**DECISION:**

The January 26, 2020, (reference 01) unemployment insurance decision is REVERSED. Claimant was discharged from employment for no disqualifying reason. Benefits are allowed, provided he is otherwise eligible. Any benefits claimed and withheld on this basis shall be paid.



---

David Lindgren  
Administrative Law Judge

April 17, 2020

---

Decision Dated and Mailed

DL:lb