

**IOWA WORKFORCE DEVELOPMENT  
UNEMPLOYMENT INSURANCE APPEALS**

68-0157 (9-06) - 3091078 - EI

**EDWARD PURSINO**  
Claimant

**APPEAL NO. 10A-UI-05207-CT**

**ADMINISTRATIVE LAW JUDGE  
DECISION**

**HEARTLAND EXPRESS INC OF IOWA**  
Employer

**OC: 02/28/10**  
**Claimant: Appellant (1)**

Section 96.5(1) – Voluntary Quit

**STATEMENT OF THE CASE:**

Edward Pursino filed an appeal from a representative's decision dated March 26, 2010, reference 01, which denied benefits based on his separation from Heartland Express, Inc. of Iowa (Heartland). After due notice was issued, a hearing was held by telephone on May 25, 2010. Mr. Pursino participated personally and offered additional testimony from Brian Koll. Exhibits A through D were admitted on his behalf. The employer participated by Lea Peters, Human Resources Generalist.

**ISSUE:**

At issue in this matter is whether Mr. Pursino was separated from employment for any disqualifying reason.

**FINDINGS OF FACT:**

Having heard the testimony and having reviewed all of the evidence in the record, the administrative law judge finds: Mr. Pursino began working for Heartland on November 14, 2007 as an over-the-road regional driver. He worked primarily in Georgia and the nine surrounding states. He voluntarily quit the employment on February 27, 2010. One of the reasons he quit is because of the employer's failure to pay for layovers. The employer does not have a specific policy regarding layover pay. Mr. Pursino felt he was owed layover pay for May 11 and May 15, 2009.

Mr. Pursino also quit because the employer failed to pay him for all legs of a trip he made on or about December 23, 2009. He was in Kingsport, Tennessee, when he was dispatched to take a load to Forest Park. The employer only paid him from Atlanta to Forest Park but not from Kingsport to Atlanta. He estimated that he was not paid for approximately 100 miles. Mr. Pursino also quit because he was not getting home as much as he had been led to believe. He was told he could expect to be home three out of four weekends each month. Home time is to be arranged between the driver and the fleet manager or driver services. Mr. Pursino never notified the employer that he intended to quit if work-related problems were not resolved. Continued work would have been available if he had not quit.

**REASONING AND CONCLUSIONS OF LAW:**

An individual who leaves employment voluntarily is disqualified from receiving job insurance benefits unless the quit was for good cause attributable to the employer. Iowa Code section 96.5(1). One of the reasons Mr. Pursino quit was the employer's failure to pay for layover time. He worked for this employer over two years. He had to have known that layover pay might not always be available. However, he remained in the employment in spite of his factor. Therefore, he acquiesced to the employer's layover policy.

Mr. Pursino also quit because he felt the employer owed him for the 100 miles he drove in December of 2009 and because he was not getting as much home time as he expected. However, he never put the employer on notice that he was so unhappy about these problems that he planned to quit if changes were not made. By not putting the employer on notice, he deprived the employer of a reasonable opportunity to try to accommodate his needs. The employer has to be given an opportunity to try to salvage the employment relationship. An employer cannot take steps to retain an employee if it is unaware of what might cause that individual to quit.

After considering all of the evidence and the contentions of the parties, the administrative law judge concludes that Mr. Pursino quit his employment with Heartland for no good cause attributable to the employer. As such, benefits are denied.

**DECISION:**

The representative's decision dated March 26, 2010, reference 01, is hereby affirmed as to result. Mr. Pursino voluntarily quit his employment with Heartland without good cause attributable to the employer. Benefits are denied until he has worked in and been paid wages for insured work equal to ten times his weekly job insurance benefit amount, provided he is otherwise eligible.

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Carolyn F. Coleman  
Administrative Law Judge

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Decision Dated and Mailed

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