

**IOWA WORKFORCE DEVELOPMENT  
UNEMPLOYMENT INSURANCE APPEALS**

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

**DONALD L BENNETT**  
Claimant

**APPEAL NO. 09A-UI-16084-DWT**

**ADMINISTRATIVE LAW JUDGE  
DECISION**

**HEARTLAND EXPRESS INC OF IOWA**  
Employer

**Original Claim: 09/27/09  
Claimant: Respondent (1)**

Section 96.5-2-a - Discharge

**STATEMENT OF THE CASE:**

The employer appealed a representative's October 16, 2009 decision (reference 01) that concluded he was qualified to receive benefits, and the employer's account was subject to charge because the claimant had been discharged for non-disqualifying reasons. A telephone hearing was held on January 11, 2010. The claimant participated in the hearing. Lea Peters, a human resource generalist, appeared on the employer's behalf. Based on the evidence, the arguments of the parties, and the law, the administrative law judge enters the following findings of fact, reasoning and conclusions of law, and decision.

**ISSUE:**

Did the employer discharge the claimant for work-connected misconduct?

**FINDINGS OF FACT:**

The claimant started working for the employer on December 5, 2007. He worked as a full-time over-the-road driver. The employer's policy informs drivers they can be discharged for a service failure for either picking up a load late or making a late delivery. The claimant understood that if he had a service failure, the employer would not allow him to drive 24 hours.

Prior to September 11, 2009, the employer had not given the claimant any warning for a service failure. On September 10, the claimant was dispatched to deliver a load at Sears in Savannah, Georgia. After he had been dispatched to the Sears load, he received a QUALCOMM message that he was to pick up another load in Savannah on September 11. The dispatcher gave the claimant a window of time to pick up the second load. The claimant understood the second load had to be picked up by 9:40 a.m. on September 11.

At 6:00 a.m., the claimant had enough hours to work until 9:00 a.m. and then he would have to take a mandatory break. The claimant decided he would finish his break at the first location instead of picking up the second load and then taking a break. After the claimant finished his break, he was 17 minutes late picking up the second load in Savannah.

The employer discharged the claimant on September 16, 2009, because he picked up a load late and did not pick up the second load before he took a mandatory rest as he had been instructed to do. The employer expected the claimant to pick up the second load immediately and then go on his break.

### REASONING AND CONCLUSIONS OF LAW:

A claimant is not qualified to receive unemployment insurance benefits if an employer discharges him for reasons constituting work-connected misconduct. Iowa Code § 96.5-2-a. The employer has the burden to prove the claimant was discharged for work-connected misconduct as defined by the unemployment insurance law. *Cosper v. Iowa Department of Job Service*, 321 N.W.2d 6 (Iowa 1982). The propriety of a discharge is not at issue in an unemployment insurance case. An employer may be justified in discharging an employee, but the employee's conduct may not amount to misconduct precluding the payment of unemployment compensation. The law limits disqualifying misconduct to willful wrongdoing or repeated carelessness or negligence that equals willful misconduct in culpability. *Lee v. Employment Appeal Board*, 616 N.W.2d 661, 665 (Iowa 2000).

For unemployment insurance purposes, misconduct amounts to a deliberate act and a material breach of the duties and obligations arising out of a worker's contract of employment. Misconduct is a deliberate violation or disregard of the standard of behavior the employer has a right to expect from employees or is an intentional and substantial disregard of the employer's interests or of the employee's duties and obligations to the employer. Inefficiency, unsatisfactory conduct, unsatisfactory performance due to inability or incapacity, inadvertence or ordinary negligence in isolated incidents, or good-faith errors in judgment or discretion are not deemed to constitute work-connected misconduct. 871 IAC 24.32(1)(a).

The evidence indicates the employer expected the claimant to pick up the second Savannah load before he finished his mandatory break. The claimant understood he had to pick up the second load by 9:40 a.m., but did not understand he had to pick up the second load and then finish his mandatory break. The facts do not establish that the employer specifically told the claimant to pick up the second load before he finished his break. Instead, the dispatcher just told the claimant the time frame in which he needed to pick up the second load.

The facts do not establish that the claimant intentionally picked up the second load late. He used poor judgment when he did not leave earlier to pick up the load by or before 9:40 a.m. While the employer established business reasons for discharging the claimant and followed its policy for a failed service, the claimant did not commit work-connected misconduct on September 11, 2009. As of September 27, 2009, the claimant is qualified to receive benefits.

### DECISION:

The representative's October 16, 2009 decision (reference 01) is affirmed. The employer discharged the claimant for business reasons that do not constitute work-connected misconduct. As of September 27, 2009, the claimant is qualified to receive benefits, provided he meets all other eligibility requirements. The employer's account may be charged for benefits paid to the claimant.

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Debra L. Wise  
Administrative Law Judge

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Decision Dated and Mailed

dlw/kjw