

**IOWA WORKFORCE DEVELOPMENT  
UNEMPLOYMENT INSURANCE APPEALS**

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

**HORACE COOK**  
Claimant

**APPEAL NO. 07A-UI-10324-JTT**

**ADMINISTRATIVE LAW JUDGE  
DECISION**

**HEARTLAND EXPRESS INC OF IOWA**  
Employer

**OC: 10/14/07 R: 12**  
**Claimant: Appellant (4)**

Iowa Code Section 96.5(1) – Voluntary Quit  
871 IAC 24.25(38) – Discharge Before End of Notice Period

**STATEMENT OF THE CASE:**

Horace Cook filed a timely appeal from the November 2, 2007, reference 01, decision that denied benefits. After due notice was issued, a hearing was commenced on November 27, 2007 and concluded on November 30, 2007. Mr. Cook participated. Leah Peters, Human Resources Generalist, represented the employer. At the request of the claimant, the administrative law judge took official notice of the documents generated in connection with the fact-finding interview. Exhibit A was received into evidence.

**ISSUE:**

Whether the claimant voluntarily quit or was discharged from the employment. The administrative law judge concludes that the claimant voluntarily quit, but was discharged by the employer before the effective date of the quit.

**FINDINGS OF FACT:**

Having reviewed all of the evidence in the record, the administrative law judge finds: Horace Cook was employed by Heartland Express, Inc., of Iowa as a full-time over-the-road truck driver from April 28, 2006 until October 3, 2007. On October 3, 2007, Mr. Cook notified Operations Manager Greg Rose that he was giving the employer his two-week notice of a quit. In response to the announcement of the quit, Mr. Rose told Mr. Cook that he was immediately discharged from the employment.

The announcement of the quit and the subsequent discharge occurred during a heated conversation about a load that the employer had wanted Mr. Cook to transport from Atlanta, Georgia, to Richmond, Virginia. Mr. Cook had appeared at the employer's Atlanta terminal at 9:00 a.m. on October 2 to deliver a load of freight and to collect the load for Richmond, Virginia. Mr. Cook had slept the night before, had started his day at 5:30 a.m., and had hauled a load from Savannah, Georgia, to the Atlanta terminal. Once Mr. Cook arrived at the Atlanta terminal, he learned that the load to Richmond, Virginia, was due to be delivered to Richmond by 5:00 a.m. on October 3. It would take Mr. Cook nine hours to transport the load from Atlanta to Richmond. Had Mr. Cook's next assigned load arrived in Atlanta in a timely fashion, Mr. Cook

was prepared to transport the load in a timely fashion. The dispatcher advised Mr. Cook that the load for Richmond was delayed in Alabama and to stand by for more information. Mr. Cook had just had a full night's sleep and, therefore, could not sleep while he was waiting for the load.

At 7:00 p.m. on October 2, the load for Richmond had still not arrived. Mr. Cook spoke with the night dispatcher. The dispatcher advised that the load was still delayed in Alabama. Mr. Cook advised the night dispatcher that he would not be able to safely transport the load to Richmond in a timely fashion because he had been up all day waiting for the load. Mr. Cook asked the dispatcher to arrange for another driver to take the load to Virginia. The night dispatcher then approved Mr. Cook going home for the night and directed Mr. Cook to contact his usual dispatcher the next morning.

On the morning on October 3, Mr. Cook contacted the dispatcher as directed. The dispatcher told Mr. Cook that Mr. Rose wanted to speak with him. Mr. Rose told Mr. Cook that his rejection of the assigned load was unacceptable. The conversation escalated from there and culminated in Mr. Cook's announcement that he would be quitting in two weeks and the discharge that followed that announcement.

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

A discharge is a termination of employment initiated by the employer for such reasons as incompetence, violation of rules, dishonesty, laziness, absenteeism, insubordination, or failure to pass a probationary period. 871 IAC 24.1(113)(c). A quit is a separation initiated by the employee. 871 IAC 24.1(113)(b). 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.

Iowa Code section 96.5-1 provides:

An individual shall be disqualified for benefits:

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.

A claimant will be considered to have left employment voluntarily when such claimant gave the employer notice of an intention to resign and the employer accepted such resignation. 871 IAC 25(37).

Where a claimant voluntarily quits in response to a reprimand, due to dissatisfaction with the work environment, or due to a personality conflict with a supervisor, the quit is presumed to be without good cause attributable to the employer. See 871 IAC 24.25(28), (21) and (22).

The greater weight of the evidence indicates that Mr. Cook intended to quit the employment when he gave his two-week notice on October 3, 2007. The evidence indicates that the quit was prompted by a verbal reprimand that was undeserved, by dissatisfaction with the work environment, and by a personality conflict between Mr. Cook and Mr. Rose. Though the employer's expectations of Mr. Cook were unreasonable under the circumstances, the evidence does not demonstrate intolerable or detrimental working conditions that would have prompted a reasonable person to quit the employment. See 871 IAC 24.26(4). The administrative law

judge concludes that Mr. Cook's voluntary quit was without good cause attributable to the employer.

Where the claimant gave the employer an advance notice of resignation which caused the employer to discharge the claimant prior to the proposed date of resignation, no disqualification shall be imposed from the last day of work until the proposed date of resignation; however, benefits will be denied effective the proposed date of resignation. 871 IAC 24.25(38).

The evidence indicates that the employer discharged Mr. Cook in response to Mr. Cook's announcement that he would be quitting in two weeks. The evidence provides no other basis for the discharge.

Mr. Cook is eligible for benefits for benefit weeks that included the period that would have been his two-week notice period. The evidence indicates that the intended quit date would have been Wednesday, October 17, 2007. Accordingly, Mr. Cook is eligible for unemployment insurance benefits for benefit weeks that ended October 6, October 13 and October 20, 2007. Effective October 21, 2007, Mr. Cook is disqualified for benefits until he has worked in and been paid wages for insured work equal to ten times his weekly benefit amount, provided he is otherwise eligible. The employer's account may be charged for benefits paid to Mr. Cook for the benefit weeks that ended October 6, October 13 and October 20, 2007. However, the employer's liability will be limited to benefits paid for those weeks.

**DECISION:**

The Agency representative's November 2, 2007, reference 01, decision is modified as follows. The claimant voluntarily quit the employment without good cause attributable to the employer. The employer immediately discharged the claimant in response to the notice of quit. The claimant is eligible for benefits for the benefit weeks that ended October 6, October 13 and October 20, 2007. Effective October 21, 2007, the claimant is disqualified for benefits until he has worked in and been paid wages for insured work equal to ten times his weekly benefit amount, provided he is otherwise eligible. The employer's account may be charged for benefits paid to the claimant for the benefit weeks that ended October 6, October 13 and October 20, 2007. However, the employer's liability will be limited to benefits paid for those weeks.

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James E. Timberland  
Administrative Law Judge

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Decision Dated and Mailed

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