

IOWA WORKFORCE DEVELOPMENT  
Unemployment Insurance Appeals Section  
1000 East Grand—Des Moines, Iowa 50319  
DECISION OF THE ADMINISTRATIVE LAW JUDGE  
68-0157 (7-97) – 3091078 - EI

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HEARTLAND EXPRESS INC OF IOWA  
2777 HEARTLAND DR  
CORALVILLE IA 52241

Appeal Number: 05A-UI-06185-H2T  
OC: 05-15-05 R: 12  
Claimant: Appellant (1)

**This Decision Shall Become Final**, unless within fifteen (15) days from the date below, 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 the **Employment Appeal Board, 4th Floor—Lucas Building, Des Moines, Iowa 50319**.

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.

STATE CLEARLY

1. The name, address and social security number of the claimant.
2. A reference to the decision from which the appeal is taken.
3. That an appeal from such decision is being made and such appeal is signed.
4. 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.

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(Administrative Law Judge)

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(Decision Dated & Mailed)

Section 96.5-2-a – Discharge/Misconduct

STATEMENT OF THE CASE:

The claimant filed a timely appeal from the June 1, 2005, reference 01, decision that denied benefits. After due notice was issued, a hearing was held on July 19, 2005. The claimant did participate. The employer did participate through Lea Kahrs, Human Resources Generalist.

FINDINGS OF FACT:

Having reviewed all of the evidence in the record, the administrative law judge finds: The claimant was employed as an over-the-road driver full time beginning March 17, 2004 through May 11, 2005 when he was discharged. The claimant was discharged for delivering a load late to Greensborough, Georgia. The load was to be delivered between 7:00 a.m. and 3:00 p.m. on May 9, 2005. The claimant did not deliver the load until 4:03 p.m. The employer has satellite

equipment on their trucks which they use to verify the trucks progress and location. The employer's satellite equipment indicates that the claimant did not leave Houston, Texas with the load until almost midnight on May 8, 2005. When the employer inquired of the claimant as to why he was late delivering the load he only mentioned that he was late in leaving his house. The claimant did not mention anything about traffic problems until he made a claim for unemployment insurance benefits. The claimant alleges he left Houston, Texas earlier than the employer's satellite computer indicates.

On April 26, 2005, the claimant delivered another load late that caused an entire plant to shut down their production. At that time, the claimant was warned that one more late delivery could result in his discharge. On March 29, 2005, the claimant delivered another load late because he overslept. On January 17, 2005, the claimant missed a pickup deadline because he left his house late.

#### REASONING AND CONCLUSIONS OF LAW:

For the reasons that follow, the administrative law judge concludes the claimant was discharged from employment due to job-related misconduct.

Iowa Code section 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.

871 IAC 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 Department of Job Service, 275 N.W.2d 445, 448 (Iowa 1979).

An employer has a right to expect employees to conduct themselves in a certain manner. The claimant disregarded the employer's rights by failing to deliver a load on time. It was up to the claimant to decide when to leave Houston for Georgia. The claimant accepted the assignment for the load knowing what time it had to be delivered in Georgia. The claimant's testimony that he left Texas at approximately 9:00 p.m. is not as persuasive to the administrative law judge as the employer's satellite computer records that indicate the claimant did not leave until almost midnight. The claimant had been previously disciplined for the same conduct, that is, late deliveries. Additionally, he was warned that one more late delivery could result in his discharge. The claimant did not mention any traffic problems to the employer. It was only at the fact-finding interview that the claimant came up with the traffic problems as the reason for his late delivery. The administrative law judge finds it more persuasive that the claimant left late from his home resulting in his late delivery and that he has only manufactured the traffic issue in an attempt to justify his late delivery. The claimant was warned that one more late delivery would or could result in his discharge. The claimant's disregard of the employer's rights and interests is misconduct. As such, the claimant is not eligible to receive unemployment insurance benefits.

#### DECISION:

The June 1, 2005, reference 01, decision is affirmed. The claimant was discharged from employment due to job-related misconduct. Benefits are withheld until such time as he has worked in and been paid wages for insured work equal to ten times his weekly benefit amount, provided he is otherwise eligible.

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