

**IOWA WORKFORCE DEVELOPMENT
UNEMPLOYMENT INSURANCE APPEALS**

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

DENIS BEGIC
Claimant

APPEAL NO: 13A-UI-01751-E

**ADMINISTRATIVE LAW JUDGE
DECISION**

TARGET CORPORATION
Employer

OC: 01-13-13
Claimant: Appellant (1)

Section 96.5-2-a – Discharge/Misconduct

STATEMENT OF THE CASE:

The claimant filed a timely appeal from the February 11, 2013, reference 01, decision that denied benefits. After due notice was issued, a hearing was held in Waterloo, Iowa, before Administrative Law Judge Julie Elder on June 11, 2013. The claimant participated in the hearing. Rebecca McCray, Assets Protection Group Leader and Lindsey Cota, Human Resources Business Partner, participated in the hearing on behalf of the employer. Employer's Exhibits One through Four were admitted into evidence.

ISSUE:

The issue is whether the employer discharged the claimant for work-connected misconduct.

FINDINGS OF FACT:

Having reviewed all of the evidence in the record, the administrative law judge finds: The claimant was employed as a full-time inbound clerical worker for Target from November 1, 2006 to January 15, 2013. He was discharged for showing product received when it actually could not be located and falsifying company records.

On December 28, 2012, Group Leader Nick Cleveland contacted Assets Protection Group Leader Rebecca McCray and requested a video review of two missing pallets of frozen product worth \$4,762.08. The pallets were eventually located in an inbound truck which had been moved to the outbound side. When found, the product was out of temperature and consequently had to be destroyed.

During the time the employer was searching for the pallets it noticed its computer system showed the two pallets in question had been recorded as received (accepted, paid for and put into inventory) into the employer system but the pallets were not physically removed or verified. Because the two pallets were not available to verify, the claimant entered fake information into

the system, which had the effect of balancing the inventory counts for that date and showing the employer was not down any product that day. The information was contained under the claimant's team number.

The employer met with Receiving Team Member Dan Davis and he confirmed the claimant had been unable to physically account for the product but Mr. Davis showed it as received, upon the claimant's direction, and the claimant stated they would find it later. Mr. Davis indicated the situation made him uncomfortable but the claimant reassured him that he would take care of it. The employer then met with the claimant and he gave a similar recounting of the events of the day in question and also told the employer this was not an uncommon incident on his shift. He did state he was aware of the employer's best practice of scanning labels and physically verifying the freight and only showing as received product that which could actually be accounted for. He stated this was a process the second shift inbound clericals came up with and he was aware it did not follow the employer's best practice procedure. After reviewing the situation the employer terminated the claimant's employment January 15, 2013, for violating its best practice policies and falsification of company records.

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.

The claimant showed the employer received product it could not physically locate and did not scan the label and verify the product was actually received. This was not an isolated incident of the claimant failing to follow the employer's best practice rules and the claimant admitted he knew his actions violated the employer's best practice policies. His actions also were a falsification of company records.

Under these circumstances, the administrative law judge concludes the claimant's conduct demonstrated a willful disregard of the standards of behavior the employer has the right to expect of employees and shows an intentional and substantial disregard of the employer's interests and the employee's duties and obligations to the employer. The employer has met its burden of proving disqualifying job misconduct. Cosper v. IDJS, 321 N.W.2d 6 (Iowa 1982). Therefore, benefits are denied.

DECISION:

The February 11, 2013, 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.

Julie Elder
Administrative Law Judge

Decision Dated and Mailed

je/pjs