

**IOWA WORKFORCE DEVELOPMENT  
UNEMPLOYMENT INSURANCE APPEALS**

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

**MARTINI K HILLIARD**  
Claimant

**APPEAL NO. 11A-UI-11689-H2T**

**ADMINISTRATIVE LAW JUDGE  
DECISION**

**TARGET CORPORATION**  
Employer

**OC: 07-17-11  
Claimant: Appellant (1)**

Iowa Code § 96.5(2)a – Discharge/Misconduct  
Iowa Code § 96.5(1) – Voluntary Leaving

**STATEMENT OF THE CASE:**

The claimant filed a timely appeal from the August 30, 2011, reference 02, decision that denied benefits. After due notice was issued, a hearing was held on September 28, 2011. The claimant did participate. The employer did participate through Sheldon Fox, Store Manager and Michelle Anderson, Human Resources Representative. Employer's Exhibit One was entered and received into the record.

**ISSUE:**

Did the claimant voluntarily quit his employment without good cause attributable to the employer or was he discharged due to job 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 senior team lead full time beginning November 15, 2010 through July 20, 2011 when he voluntarily quit after learning he would be discharged for misconduct. As part of his regular job responsibilities the claimant was required to insure that the doors were locked and the alarm system activated before he left the workplace. On February 21 2011, the claimant failed to lock the doors and activate the alarm system. He was warned at that time that if he ever failed to lock the door or activate the alarm system he would lose his job. On July 19 the claimant left the building without properly setting the alarm on the doors in the receiving area. The claimant knew how to properly set the alarm and in the past had demonstrated an ability to do so. His failure to set the alarm placed the employer merchandise in jeopardy.

When Mr. Fox spoke to the claimant the claimant admitted not setting the alarm on the receiving doors on July 19. When Mr. Fox told him that he was going to be discharged, the claimant chose to voluntarily quit as he believed it would look better on his record if he quit rather than if he was fired. He was not forced to quit but would have been discharged for job connected misconduct.

## 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 § 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.

Generally, continued refusal to follow reasonable instructions constitutes misconduct. *Gilliam v. Atlantic Bottling Company*, 453 N.W.2d 230 (Iowa App. 1990). The claimant knew he was to set the alarm on the receiving doors but did not do so. He knew how to do so, but was careless and forgot. He had previously been warned for the same or similar conduct. Claimant's repeated failure to accurately perform his job duties after having been warned is evidence of carelessness to such a degree of recurrence as to rise to the level of disqualifying job related misconduct. Benefits are denied.

**DECISION:**

The August 30, 2011 (reference 02) 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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Teresa K. Hillary  
Administrative Law Judge

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Decision Dated and Mailed

tkh/pjs