

**IOWA WORKFORCE DEVELOPMENT  
UNEMPLOYMENT INSURANCE APPEALS**

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

**ERIK J BLOOMER**  
Claimant

**APPEAL NO. 10A-UI-01733-SWT**

**ADMINISTRATIVE LAW JUDGE  
DECISION**

**AGREQUIP INC**  
Employer

**Original Claim: 05/31/09  
Claimant: Respondent (1)**

Section 96.5-2-a – Discharge

**STATEMENT OF THE CASE:**

The employer appealed an unemployment insurance decision dated January 26, 2010, reference 02, that concluded the claimant's discharge was not for work-connected misconduct. A telephone hearing was held on March 4, 2010. The parties were properly notified about the hearing. The claimant participated in the hearing. Robin Hoaglin participated in the hearing on behalf of the employer.

**ISSUE:**

Was the claimant discharged for work-connected misconduct?

**FINDINGS OF FACT:**

The claimant worked for the employer as a welder from June 9, 2008, to December 23, 2009. He was informed and understood that under the employer's work rules, employees were required to notify the employer if they were not able to work as scheduled. He had been suspended for tardiness and absenteeism on September 14, 2009.

The claimant was scheduled to work on December 29 and 30. He was sick and unable to work both days. He called and notified his lead person that he was sick and unable to work.

On December 30, his lead person called the claimant and told him that he was laid off and could start getting paid unemployment. There had been a meeting at which there were discussions about layoffs a couple of work before this.

**REASONING AND CONCLUSIONS OF LAW:**

The issue in this case is whether the claimant was discharged for work-connected misconduct as defined by the unemployment insurance law.

The unemployment insurance law disqualifies claimants discharged for work-connected misconduct. Iowa Code § 96.5-2-a. The rules define misconduct as (1) deliberate acts or omissions by a worker that materially breach the duties and obligations arising out of the

contract of employment, (2) deliberate violations or disregard of standards of behavior that the employer has the right to expect of employees, or (3) carelessness or negligence of such degree of recurrence as to manifest equal culpability, wrongful intent, or evil design. 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 misconduct within the meaning of the statute. 871 IAC 24.32(1).

No willful and substantial misconduct has been proven in this case. The claimant is qualified to receive unemployment insurance benefits, if he is otherwise eligible.

**DECISION:**

The unemployment insurance decision dated January 26, 2010, reference 02, is affirmed. The claimant is qualified to receive unemployment insurance benefits, if he is otherwise eligible.

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Steven A. Wise  
Administrative Law Judge

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Decision Dated and Mailed

saw/kjw