

**IOWA WORKFORCE DEVELOPMENT
UNEMPLOYMENT INSURANCE APPEALS**

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

JON D JURRIES
Claimant

APPEAL NO. 07A-UI-07257-NT

**ADMINISTRATIVE LAW JUDGE
DECISION**

BROWN TRUCK LEASING CORP
Employer

**OC: 06-17-07 R: 03
Claimant: Appellant (1)**

Section 96.5-2-a – Discharge for Misconduct

STATEMENT OF THE CASE:

Jon Jurries filed an appeal from a decision of a representative dated July 23, 2007, reference 01, which denied benefits based upon his separation from Brown Truck Leasing Corporation. After due notice was issued a hearing was held by telephone on August 13, 2007. Mr. Jurries participated personally. The employer participated by Ted Shaver.

ISSUE:

The issue in this matter is whether Mr. Jurries was discharged for misconduct in connection with his work.

FINDINGS OF FACT:

The administrative law judge, having heard the testimony and considered all of the evidence in the record, finds: The claimant worked for this employer from August 15, 2001 until June 19, 2007 when he was discharged for unacceptable conduct with a company customer. Mr. Jurries held the position of full-time mechanic and was paid by the hour. His immediate supervisor was Ted Shaver. Mr. Jurries was discharged after a customer client and another worker reported that the claimant had acted inappropriately in confronting the management of Martin Brothers Company, a client of the employer, about repairs listed by a company driver. Mr. Jurries was angry because he believed that the driver had been “nitpicking” on repair orders directing repairs on Martin Brothers’ equipment that were not the responsibility of Brown Truck Leasing Corporation. On the day in question, Mr. Jurries went to the Martin Brothers’ facility to confront the driver who had made the repair requests. In the driver’s absence, Mr. Jurries complained loudly and extensively about his dissatisfaction with the conduct of Martin Brothers. Based upon the nature of the complaints received by Mr. Shaver from Martin Brothers’ management, the employer reasonably concluded that Mr. Jurries had jeopardized their contractual agreement with the company. A decision was, therefore, made to discharge Mr. Jurries from his employment at that time. The employer believed that reasonable alternatives were available to Mr. Jurries such as bringing his dissatisfaction to his supervisor’s attention instead of leaving the employer’s facility in a disruptive manner.

REASONING AND CONCLUSIONS OF LAW:

The administrative law judge concludes based upon the evidence in the record that the employer has sustained its burden of proof in establishing that the claimant's conduct showed a willful disregard for his employer's interests and standards of behavior that the employer had a right to expect of its employees under the provisions of the Iowa Employment Security Act.

The evidence establishes that Mr. Jurries was angry and upset at work requests that had been made by an employee of a client company. Mr. Jurries chose not to bring his dissatisfaction to the attention of his immediate supervisor, but instead to visit the client's facility where he loudly expressed his dissatisfaction at length in the presence of numerous Martin Brothers' employees and management. The claimant's conduct was beyond the scope of his employment authority and reasonable alternatives were available to the claimant. The claimant's conduct jeopardized the company's contractual relationship with Martin Brothers. Based upon the nature of the claimant's conduct and the serious potential of harm to the company, a decision was made to terminate Mr. Jurries from his employment.

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.

For the reasons stated herein, the administrative law judge concludes that the employer has sustained its burden of proof in showing the claimant's discharge took place for misconduct. Benefits are withheld.

DECISION:

The representative's decision dated July 23, 2007, reference 01, is hereby affirmed. The claimant was discharged under disqualifying conditions. Benefits are withheld until such time as

he has worked in and been paid wages for insured work equal to ten times his weekly job insurance benefit amount, provided that he satisfies all other conditions of eligibility.

Terence P. Nice
Administrative Law Judge

Decision Dated and Mailed

pjs/pjs