

**IOWA WORKFORCE DEVELOPMENT  
UNEMPLOYMENT INSURANCE APPEALS BUREAU**

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

**KOKOU M AZIAMALE**  
Claimant

**APPEAL NO. 19A-UI-02477-S1-T**

**ADMINISTRATIVE LAW JUDGE  
DECISION**

**RYDER INTEGRATED LOGISTICS INC**  
Employer

**OC: 03/25/18**  
**Claimant: Respondent (1)**

Section 96.5-2-a – Discharge for Misconduct  
Section 96.3-7 – Overpayment

**STATEMENT OF THE CASE:**

Ryder Integrated Logistics (employer) appealed a representative's March 12, 2019, decision (reference 04) that concluded Kokou Aziamale (claimant) was eligible to receive unemployment insurance benefits. After hearing notices were mailed to the parties' last-known addresses of record, a telephone hearing was scheduled for April 9, 2019. The claimant participated personally. The employer was represented by RoxAnne Rose, Hearings Representative, and participated by Emily Rummells, Human Resources Generalist. Exhibit D-1 was received into evidence.

**ISSUE:**

The issue is whether the claimant was separated from employment for any disqualifying reason.

**FINDINGS OF FACT:**

The administrative law judge, having heard the testimony and considered all of the evidence in the record, finds that: The claimant was hired on July 23, 2018, as a full-time material handler casetick. He signed for receipt of the employer's handbook on July 18, 2018. The employer sent a copy of the handbook to the claimant's email.

On January 21, 2019, the employer issued the claimant a final written warning for a conflict with a co-worker who was causing problems for the claimant and another employee at work. In response to the co-worker's harassment, the claimant made an inappropriate comment. The employer notified the claimant that further infractions could result in termination from employment.

On February 11, 2019, the claimant worried he would be late for work due to the snow. He hurried to catch up with co-workers to get to a department meeting. The claimant did not look at a clock and thought he made it on time to the meeting. He remembered to bring his access badge to work but forgot his time card badge. After the meeting, he completed a Time Correction Form indicating he arrived at work on time, 4:45 p.m.

On February 15, 2019, the employer cross-referenced the original form against the video footage and discovered the claimant arrived at 4:51 p.m. on February 11, 2019. On February 18, 2019, the employer sent a corrected Time Correction Form to payroll to update the claimant's time. On February 21, 2019, the employer terminated the claimant for falsifying his time card.

The claimant filed for unemployment insurance benefits with an effective date of March 25, 2018. The employer participated personally at the fact finding interview on March 8, 2019, by Emily Rummells.

### **REASONING AND CONCLUSIONS OF LAW:**

For the reasons that follow the administrative law judge concludes the claimant was not discharged for misconduct.

Iowa Code section 96.5(2)a provides:

An individual shall be disqualified for benefits, regardless of the source of the individual's wage credits:

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 disqualification shall continue 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.

Iowa Admin. Code r. 871-24.32(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 Dep't of Job Serv.*, 275 N.W.2d 445, 448 (Iowa 1979).

Iowa Admin. Code r. 871-24.32(4) provides:

(4) Report required. The claimant's statement and employer's statement must give detailed facts as to the specific reason for the claimant's discharge. Allegations of misconduct or dishonesty without additional evidence shall not be sufficient to result in disqualification. If the employer is unwilling to furnish available evidence to corroborate the allegation, misconduct cannot be established. In cases where a suspension or disciplinary layoff exists, the claimant is considered as discharged, and the issue of misconduct shall be resolved.

The employer has the burden of proof in establishing disqualifying job misconduct. *Cosper v. Iowa Department of Job Service*, 321 N.W.2d 6 (Iowa 1982). Misconduct serious enough to warrant discharge is not necessarily serious enough to warrant a denial of job insurance benefits. Such misconduct must be "substantial." *Newman v. Iowa Department of Job Service*, 351 N.W.2d 806 (Iowa App. 1984).

The final instance is the claimant's failure to properly record his time on February 11, 2019. An employer may discharge an employee for any number of reasons or no reason at all, but if it fails to meet its burden of proof to establish job related misconduct as the reason for the separation, the employer incurs potential liability for unemployment insurance benefits related to that separation. The claimant filled out his timecard thinking he made it to work on time. His one-time timecard mistake was inadvertent and does not rise to the level of misconduct. The employer did not provide sufficient evidence of job-related misconduct. It did not meet its burden of proof to show misconduct. Benefits are allowed, provided the claimant is otherwise eligible.

**DECISION:**

The representative's March 12, 2019, decision (reference 04) is affirmed. The employer has not met its burden of proof to establish job related misconduct. Benefits are allowed, provided claimant is otherwise eligible.

---

Beth A. Scheetz  
Administrative Law Judge

---

Decision Dated and Mailed

bas/rvs