

IOWA WORKFORCE DEVELOPMENT  
Unemployment Insurance Appeals Section  
1000 East Grand—Des Moines, Iowa 50319  
DECISION OF THE ADMINISTRATIVE LAW JUDGE  
68-0157 (7-97) – 3091078 - EI

PAUL A DAWSON  
1263 – 125<sup>TH</sup> ST  
LOVILIA IA 50150

HAWKEYE MOLDING ENGINEERING INC  
HWY 5 S  
PO BOX 216  
ALBIA IA 52531

Appeal Number: 05A-UI-04351-C  
OC: 03/20/05 R: 02  
Claimant: Appellant (1)

**This Decision Shall Become Final**, unless within fifteen (15) days from the date below, you or any interested party appeal to the Employment Appeal Board by submitting either a signed letter or a signed written Notice of Appeal, directly to the **Employment Appeal Board, 4<sup>th</sup> Floor—Lucas Building, Des Moines, Iowa 50319.**

The appeal period will be extended to the next business day if the last day to appeal falls on a weekend or a legal holiday.

STATE CLEARLY

1. The name, address and social security number of the claimant.
2. A reference to the decision from which the appeal is taken.
3. That an appeal from such decision is being made and such appeal is signed.
4. The grounds upon which such appeal is based.

YOU MAY REPRESENT yourself in this appeal or you may obtain a lawyer or other interested party to do so provided there is no expense to Workforce Development. If you wish to be represented by a lawyer, you may obtain the services of either a private attorney or one whose services are paid for with public funds. It is important that you file your claim as directed, while this appeal is pending, to protect your continuing right to benefits.

---

(Administrative Law Judge)

---

(Decision Dated & Mailed)

Section 96.5(2)a – Discharge for Misconduct

STATEMENT OF THE CASE:

Paul Dawson filed an appeal from a representative's decision dated April 12, 2005, reference 01, which denied benefits based on his separation from Hawkeye Molding Engineering, Inc. (Hawkeye). After due notice was issued, a hearing was held on June 14, 2005 in Ottumwa, Iowa. Mr. Dawson participated personally. The employer participated by Lewis Miller, Production Manager.

FINDINGS OF FACT:

Having heard the testimony of the witnesses and having reviewed all the evidence in the record, the administrative law judge finds: Mr. Dawson was employed by Hawkeye from November 6, 2000 until March 17, 2005 as a full-time worker. During the last two years, he was second shift supervisor. Beginning approximately six months before his separation, the employer began

requiring that Mr. Dawson, and other supervisors, perform safety checks on machinery on a daily basis. There was a checklist provided to indicate whether machines were in working order or if repairs were needed. It takes from 10 to 15 minutes to inspect a machine to complete the checklist. Mr. Dawson had anywhere from 7 to 12 machines he was responsible for during any given shift.

On March 8, 2005, Mr. Dawson received a written warning because he had not been completing his checklists as required. He told the production manager that he felt the maintenance employee should be completing the checklist. The production manager agreed with him but also advised that it was still his responsibility as the company had decided that supervisors rather than maintenance would be responsible for the checklists. Mr. Dawson had an operator complete the checklist on one occasion after the warning. However, she did not do the job correctly. On March 10, Mr. Dawson received another written warning because he was not completing the checklists. He was told that he could be discharged if he received a third warning. After the warning, Mr. Dawson had the quality control person do the checklist on one occasion. When the checklists were still not being done, Mr. Dawson received his final warning and was discharged on March 17, 2005.

#### REASONING AND CONCLUSIONS OF LAW:

At issue in this matter is whether Mr. Dawson was separated from employment for any disqualifying reason. An individual who was discharged from employment is disqualified from receiving job insurance benefits if the discharge was for misconduct. Iowa Code section 96.5(2)a. The employer had the burden of proving disqualifying misconduct. Cosper v. Iowa Department of Job Service, 321 N.W.2d 6 (Iowa 1982). Mr. Dawson was discharged because he refused to perform an assigned task. He knew during at least the last six months of his employment that the checklists were his responsibility. He did not do them himself and did not make sure that anyone else was doing them. Assuming it took him 15 minutes per machine and assuming he had 12 machines, the checklists would have taken no more than three hours of his work time. He did not have duties other than to make sure the machines were running properly and that production needs were being met. Mr. Dawson's only reason for not doing the checklists was that he felt it was someone else's responsibility. However, he was on notice that, even though maintenance should be assigned the task, it was his responsibility until a different decision was made.

Mr. Dawson deliberately and intentionally failed to do the checklists as required. When he chose to delegate the responsibility to someone else, he still retained the ultimate responsibility to make sure the other individual was performing the task. He was clearly on notice on March 8 and March 10 that he could be discharged if he continued to refuse to perform this aspect of his job. In spite of the warning, Mr. Dawson did not perform the required duty. Whether the employer utilized the information on the checklists is irrelevant. The fact remains that it was Mr. Dawson's responsibility to do the checklists. For the reasons stated herein, the administrative law judge concludes that Mr. Dawson's failure to perform this job as directed constituted misconduct sufficient to warrant a denial of job insurance benefits.

#### DECISION:

The representative's decision dated April 12, 2005, reference 01, is hereby affirmed. Mr. Dawson was discharged for misconduct in connection with his employment. 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 he satisfies all other conditions of eligibility.

cfc/sc