

**IOWA WORKFORCE DEVELOPMENT
UNEMPLOYMENT INSURANCE APPEALS**

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

CHARLES L WAGNER
Claimant

APPEAL NO: 07A-UI-02169-DWT

**ADMINISTRATIVE LAW JUDGE
DECISION**

WORLEY WAREHOUSING INC
Employer

**OC: 01/14/07 R: 03
Claimant: Appellant (1)**

Section 96.5-2-a - Discharge

STATEMENT OF THE CASE:

Charles L. Wagner (claimant) appealed a representative's February 23, 2007 decision (reference 01) that concluded he was not qualified to receive unemployment insurance benefits, and the account of Worley Warehousing, Inc. (employer) would not be charged because the claimant had been discharged for disqualifying reasons. After hearing notices were mailed to the parties' last-known addresses of record, a telephone hearing was scheduled on March 28, 2007. Prior to the hearing, the employer notified the Appeals Section that no one on behalf of the employer would participate in the hearing. The claimant responded to the hearing notice and provided a phone number to contact him for the hearing. The claimant was contacted, but he was not available for the hearing. A message was left on the claimant's answering machine to contact the Appeals Section immediately if he wanted to participate in the hearing. The claimant did not contact the Appeals Section again. As a result, neither party participated in the hearing. Based on the administrative record and the law, the administrative law judge enters the following findings of fact, reasoning and conclusions of law, and decision.

ISSUE:

Did the employer discharge the claimant for work-connected misconduct?

FINDINGS OF FACT:

The claimant started working for Worley Distribution Services on September 16, 2002. On July 28, 2003, the claimant transferred to the employer. The employer is a sister company to Worley Distribution Services. The claimant worked as a full-time forklift operator. The claimant received a copy of the employer's policies in September 2002 and on July 28, 2003. The handbook informs employees they can be discharged for insubordination or refusing to obey a supervisor's instructions.

On January 17, 2007, a mandatory warehouse meeting was held. The employer asked employees to sign a form indicating they had attended the meeting. The meeting provided some training and information to all warehouse personnel. After the meeting, the shift lead noticed the claimant and another employee had not signed the training roster paperwork. When the claimant was asked to sign the form indicating he had attended the meeting, the claimant

refused. On January 18, the facility leader and shift lead again asked the claimant to sign the training roster form. The claimant again refused to sign the form. The claimant told the employer he would no longer sign anything the employer asked him to sign.

The employer had given the claimant a final written warning for another issue in November 2006. On January 18, 2007, the employer discharged the claimant for insubordination.

REASONING AND CONCLUSIONS OF LAW:

A claimant is not qualified to receive unemployment insurance benefits if an employer discharges him for reasons constituting work-connected misconduct. Iowa Code section 96.5-2-a. For unemployment insurance purposes, misconduct amounts to a deliberate act and a material breach of the duties and obligations arising out of a worker's contract of employment. Misconduct is a deliberate violation or disregard of the standard of behavior the employer has a right to expect from employees or is an intentional and substantial disregard of the employer's interests or of the employee's duties and obligations to the employer. Inefficiency, unsatisfactory conduct, unsatisfactory performance due to inability or incapacity, inadvertence or ordinary negligence in isolated incidents, or good faith errors in judgment or discretion are not deemed to constitute work-connected misconduct. 871 IAC 24.32(1)(a).

The claimant asserted in his appeal letter that he refused to sign his name on the paperwork indicating he had attended the employer's mandatory training because the employer had not made a decision on how to tell three products apart. The claimant concluded that if he signed the paper, the employer would in the future discharge him for failing to ship product correctly. The claimant's assertion that employer would have discharged him for not shipping product out correctly is conjecture and depends on facts not known on January 17 or 18. The claimant's conduct on January 17 and 18 amounts to an intentional and substantial disregard of the standard of behavior the employer had a right to expect from him. The claimant's blatant refusal to sign paperwork verifying he had attended training and indicating he would never again sign anything the employer asked him to amounts to work-connected misconduct. As of January 14, 2007, the claimant is not qualified to receive unemployment insurance benefits.

DECISION:

The representative's February 23, 2007 decision (reference 01) is affirmed. The employer discharged the claimant for reasons constituting work-connected misconduct. The claimant is

disqualified from receiving unemployment insurance benefits as of January 14, 2007. This disqualification continues until he has been paid ten times his weekly benefit amount for insured work, provided he is otherwise eligible. The employer's account will not be charged.

Debra L. Wise
Administrative Law Judge

Decision Dated and Mailed

dlw/pjs