

**IOWA WORKFORCE DEVELOPMENT
UNEMPLOYMENT INSURANCE APPEALS**

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

TERRY L GRIFFIN
Claimant

APPEAL NO. 08A-UI-05697-NT

**ADMINISTRATIVE LAW JUDGE
DECISION**

IAC IOWA CITY LLC
Employer

**OC: 05/11/08 R: 03
Claimant: Appellant (1)**

Section 96.5-2-a – Discharge for Misconduct

STATEMENT OF THE CASE:

Terry Griffin filed an appeal from a representative's decision dated June 10, 2008, reference 01, which denied benefits based upon his separation from IAC Iowa City LLC. After due notice was issued, a hearing was held by telephone on July 21, 2008. Mr. Griffin participated personally. Called as a witness was Dave Knep. The employer participated by Teresa Feldman and Tim Bouchard.

ISSUE:

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

FINDINGS OF FACT:

The administrative law judge, having heard the testimony and having considered all the evidence in the record, finds: The claimant worked for this employer from October 15, 2007, until May 9, 2008, when he was separated from employment. Mr. Griffin was employed as a full-time production worker and was paid by the hour. His immediate supervisor was Tim Bouchard.

On May 9, 2008, the claimant became upset because a supervisor, Mr. Bouchard, had given a management directive to another employee that Mr. Griffin did not agree with. The other employee had been told to remove a radio from the production area because of disputes about it. Because of the decision to remove the radio, Mr. Griffin became upset, stating that he was "leaving." The supervisor of both individuals, Mr. Bouchard, followed, finding a union representative. The claimant, who continued to be angry, "flipped" his timecard at Mr. Bouchard and left the premises prior to the end of the work shift without being authorized to do so. The employer reasonably concluded, based upon Mr. Griffin's actions, that he relinquished his position with the company.

A short time later, however, Mr. Griffin returned and resumed the dispute. The claimant at that time was instructed to leave the employer's premises. Mr. Griffin disputes that he voluntarily quit his job and maintains that he was discharged from employment for no good reason.

REASONING AND CONCLUSIONS OF LAW:

The question is whether the evidence in the record establishes that Mr. Griffin was separated for misconduct in connection with his employment. It does.

In this case, the evidence establishes that the claimant, for reasons that are unclear, became involved in a dispute his supervisor and a second employee about a radio. Although Mr. Griffin was aware that Mr. Bouchard was his supervisor and the supervisor of the other employee, Mr. Griffin disputed the employer's management decision, openly becoming angry. Although the claimant stated that he was "leaving" and left the premises prior to the end of the work shift, he later maintained that he did not quit.

In general, a voluntary quit requires evidence of an intention to sever the employment relationship and an overt act carrying out the intention. Local Lodge #1426 v. Wilson Trailer, 289 N.W.2d 608, 612 (Iowa 1980) and Peck v. Employment Appeal Board, 492 N.W.2d 438 (Iowa Ct. of Appeals 1992). Although the claimant in this case demonstrated his intent to quit by stating that he was "leaving," flipping his timecard at his supervisor, and walking off the job, Mr. Griffin maintains that it was not his intention to quit. The evidence is clear in this case, however, that any doubt about the basis for the claimant's separation was put to rest when Mr. Griffin re-entered the workplace and resumed his dispute with his supervisor. At that point, it is clear that the claimant was instructed to leave and not to return, effectively making it clear to the claimant that if he had not chosen to leave, he was being discharged.

The administrative law judge finds the claimant's initial conduct and his ongoing conduct on May 9, 2008, was in willful disregard of the employer's reasonable standards of behavior and expectations that it had a right to expect of its employees under the provisions of the Iowa Employment Security Law. The employer has clearly met its burden of proof in establishing that the claimant was discharged from employment for misconduct in connection with his work.

Iowa Code section 96.5-2-a provides:

An individual shall be disqualified for benefits:

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 individual shall be disqualified for benefits 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.

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 the claimant was discharged for misconduct. Unemployment insurance benefits are withheld.

DECISION:

The representative's decision dated June 10, 2008, reference 01, is hereby affirmed as modified. The claimant was discharged for misconduct in connection with the employment and is disqualified from receiving benefits until he has worked in and been paid wages for insured work equal to ten times the claimant's weekly benefit amount, provided he is otherwise eligible.

Terence P. Nice
Administrative Law Judge

Decision Dated and Mailed

kjw/kjw