

**IOWA WORKFORCE DEVELOPMENT
UNEMPLOYMENT INSURANCE APPEALS**

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

MARGIE A ROMPOT
Claimant

APPEAL NO. 12A-UI-00874-SWT

**ADMINISTRATIVE LAW JUDGE
DECISION**

ABM JANITORIAL SERVICES NORTH
Employer

OC: 01/02/11
Claimant: Appellant (1)

Section 96.5-2-a – Discharge

STATEMENT OF THE CASE:

The claimant appealed an unemployment insurance decision dated January 19, 2012, reference 04, that concluded she was discharged for work-connected misconduct. A telephone hearing was held on February 20, 2012. The parties were properly notified about the hearing. The claimant participated in the hearing. Deniece Norman participated in the hearing on behalf of the employer with witnesses, Tandi Siebrands and Shawn Conrad. Exhibits 1 and 2 were admitted into evidence at the hearing.

ISSUE:

Was the claimant discharged for work-connected misconduct?

FINDINGS OF FACT:

The claimant worked for the employer as a general cleaner from March 11, 2011, to December 6, 2011. She was informed and understood that under the employer's work rules, she was required to take her break at the time and in the break area designated. The rules provide that the times were absolute and could not be changed without written permission from her supervisor. The rules further state that employees were not allowed to leave the building for their lunch breaks due to security concerns and could receive a warning, suspension, or termination for violation of the rule. The claimant received warnings for taking breaks outside the designated break times and failing to take breaks.

On the evening of December 6, 2011, the claimant was working at the Wiland Clinic in Cedar Rapids. She failed to take her break at the designated time. Shortly after 11 p.m., she called her supervisor, Siebrands, and informed her that she had not taken her break. Siebrands told her that she needed to take her meal break immediately.

About the time the claimant had punched out for her meal break, she received a call from her son who worked at Heinz plant indicating that he had gotten off work and needed a ride because his clothing became wet at work. The claimant decided that she needed to pick him up so that he would not have to walk home in wet clothes. The policy required her to stay at the

Wiland Clinic for her meal break. She violated that policy and went to the Heinz plant to pick up her son.

The employer provides janitorial services for the Heinz plant. One of the janitors there noticed the claimant in the building and reported it to Siebrands. Siebrands went to the Wiland jobsite and was there when the claimant arrived back from picking up her son. She was nine minutes late on her 30-minute meal break.

The claimant was suspended on December 7, 2011, and discharged a few days later for leaving her jobsite and work area without permission, taking an unauthorized extended break, violating security rules by entering another client's building without authorization, and unprofessional conduct.

REASONING AND CONCLUSIONS OF LAW:

The issue in this case is whether the claimant was discharged for work-connected misconduct as defined by the unemployment insurance law.

The unemployment insurance law disqualifies claimants discharged for work-connected misconduct. Iowa Code § 96.5-2-a. The rules define misconduct as (1) deliberate acts or omissions by a worker that materially breach the duties and obligations arising out of the contract of employment, (2) deliberate violations or disregard of standards of behavior that the employer has the right to expect of employees, or (3) carelessness or negligence of such degree of recurrence as to manifest equal culpability, wrongful intent or evil design. 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 misconduct within the meaning of the statute. 871 IAC 24.32(1).

The claimant's violation of a known work rule prohibiting employees from leaving their jobsite without permission was a willful and material breach of the duties and obligations to the employer and a substantial disregard of the standards of behavior the employer had the right to expect of the claimant. Work-connected misconduct as defined by the unemployment insurance law has been established in this case.

DECISION:

The unemployment insurance decision dated January 19, 2012, reference 04, is affirmed. The claimant is disqualified from receiving unemployment insurance benefits until she has been paid wages for insured work equal to ten times her weekly benefit amount, provided she is otherwise eligible.

Steven A. Wise
Administrative Law Judge

Decision Dated and Mailed

saw/pjs