

**IOWA WORKFORCE DEVELOPMENT
UNEMPLOYMENT INSURANCE APPEALS**

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

ROBBIE GOODNER
Claimant

APPEAL NO: 10A-UI-03831-ET

**ADMINISTRATIVE LAW JUDGE
DECISION**

AMERICOLD LOGISTICS LLC
Employer

OC: 12-20-09
Claimant: Respondent (4)

Iowa Code § 96.5(2)a – Discharge for Misconduct/Requalification

STATEMENT OF THE CASE:

The employer filed a timely appeal from the February 25, 2010, reference 03, decision that allowed benefits to the claimant. After due notice was issued, a hearing was scheduled by telephone conference call before Administrative Law Judge Julie Elder on April 26, 2010. Claimant's Exhibit A was admitted into the record. Information in the administrative file made the hearing unnecessary.

ISSUE:

The issue is whether the claimant has earned ten times his weekly benefit amount since his separation from this employer.

FINDINGS OF FACT:

Having reviewed all of the evidence in the record, the administrative law judge finds: The claimant was employed with this employer until the third quarter of 2009. He worked for Ultimate Tower Service after that and earned ten times his weekly benefit amount (Claimant's Exhibit A).

REASONING AND CONCLUSIONS OF LAW:

For the reasons that follow, the administrative law judge concludes the claimant was discharged from employment for reasons related to job misconduct.

Iowa Code § 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.

The claimant was discharged from Americold Logistics for disqualifying job misconduct. However, the administrative law judge further concludes from information contained in the administrative record and the exhibit provided by the claimant that the claimant has requalified for benefits since the separation from this employer by earning ten times his weekly benefit amount. Accordingly, benefits are allowed and the account of the employer shall not be charged.

DECISION:

The February 25, 2010, reference 03, decision is modified in favor of the appellant. The claimant was discharged from employment for reasons related to job misconduct, but has requalified for benefits since the separation. Benefits are allowed, provided the claimant is otherwise eligible. The account of the employer shall not be charged.

Julie Elder
Administrative Law Judge

Decision Dated and Mailed

je/css