

**IOWA WORKFORCE DEVELOPMENT
UNEMPLOYMENT INSURANCE APPEALS**

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

ADAM J EHREDT
Claimant

APPEAL NO. 07A-UI-06897-CT

**ADMINISTRATIVE LAW JUDGE
DECISION**

COLLIS INC
Employer

**OC: 10/08/06 R: 04
Claimant: Appellant (1)**

Section 96.5(2)a – Discharge for Misconduct

STATEMENT OF THE CASE:

Adam Ehredt filed an appeal from a representative's decision dated July 10, 2007, reference 01, which denied benefits based on his separation from Collis, Inc. After due notice was issued, a hearing was held by telephone on July 31, 2007. Mr. Ehredt participated personally. The employer participated by Michelle Anderson, Human Resources Coordinator.

ISSUE:

At issue in this matter is whether Mr. Ehredt was separated from employment for any disqualifying reason.

FINDINGS OF FACT:

Having heard the testimony of the witnesses and having reviewed all of the evidence in the record, the administrative law judge finds: Mr. Ehredt was employed by Collis, Inc. from January 23, 2006 until June 15, 2007 as a full-time bander. On May 4, 2007, he complained that his backpack was missing. On June 14, one of the employer's customers called to report that the backpack had been received with a shipment of parts it received. The customer complained that the backpack contained a knife and a flask of alcohol. The employer had the customer return the backpack by next-day mail.

The employer received the returned backpack on June 15. Inside the backpack, which belonged to Mr. Ehredt, was a seven-inch knife and a full flask of whiskey. He had left the flask at his father's house and retrieved it on May 4. It was full when he retrieved it and placed it in the backpack he takes to work. Mr. Ehredt had used the knife at work to cut bands and other materials because he found the box cutters supplied by the employer to be inadequate. His conduct was in violation of the employer's policy prohibiting alcohol and weapons on the premises. Mr. Ehredt was aware of the employer's policy. Therefore, he was discharged on June 15, 2007.

REASONING AND CONCLUSIONS OF LAW:

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. Ehredt was discharged for having a large knife and alcohol on the premises in violation of a known company rule. Even if he had the knife with him to use in his work, the fact remains that he still brought alcohol with him to work.

Mr. Ehredt's explanation of why the alcohol was in his backpack was not credible. He testified that he put the full flask in his backpack, the same backpack he usually takes to work. He also testified that he planned to ride to work with his cousin that day. If he was not planning to go to work in his own vehicle, one would have to question why he put the flask in this backpack in the first place. If he was taking the backpack to work and riding with someone else, a prudent person would not have placed the flask in the backpack. He could have taken the flask to his own vehicle or left it at his father's house. The administrative law judge is more inclined to believe that Mr. Ehredt placed the flask in his backpack with the intent to consume the alcohol during work hours. At any rate, he was responsible for being aware of what was in his backpack and to make sure he did not have contraband items.

Mr. Ehredt's conduct in bringing alcohol to work was clearly contrary to the standards the employer had the right to expect. It is concluded, therefore, that disqualifying misconduct has been established by the evidence. Accordingly, benefits are denied.

DECISION:

The representative's decision dated July 10, 2007, reference 01, is hereby affirmed. Mr. Ehredt 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.

Carolyn F. Coleman
Administrative Law Judge

Decision Dated and Mailed

cfc/css