

**IOWA WORKFORCE DEVELOPMENT
UNEMPLOYMENT INSURANCE APPEALS**

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

MATT W ZAGAR
Claimant

APPEAL NO. 09A-UI-15372-SWT

**ADMINISTRATIVE LAW JUDGE
DECISION**

CORT FURNITURE RENTAL CORP
Employer

**Original Claim: 08/30/09
Claimant: Appellant (1)**

Section 96.5-2-a – Discharge

STATEMENT OF THE CASE:

The claimant appealed an unemployment insurance decision dated September 29, 2009, reference 01, that concluded he was discharged for work-connected misconduct. A telephone hearing was held on November 13, 2009. The parties were properly notified about the hearing. The claimant participated in the hearing. Michael Hanson participated in the hearing on behalf of the employer. Exhibit A was 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 delivery driver from October 2008 to February 28, 2009. In mid-February 2009, the claimant ran out of gas in his personal vehicle. He used his company credit card, which was only to be used for business purposes, to purchase some gas. He did not get approval for this or notify the employer that he had done it afterward.

At the end of February, the employer discovered the charge to the credit card. When the claimant was confronted about the charge, he untruthfully denied that he used the credit card for personal use. The employer discharged the claimant on February 28, 2009, for using the credit card for personal use and untruthfully denying it.

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 conduct 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 September 29, 2009, reference 01, is affirmed. The claimant is disqualified from receiving unemployment insurance benefits until he has been paid wages for insured work equal to ten times his weekly benefit amount, provided he is otherwise eligible.

Steven A. Wise
Administrative Law Judge

Decision Dated and Mailed

saw/kjw