

**IOWA WORKFORCE DEVELOPMENT  
UNEMPLOYMENT INSURANCE APPEALS**

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

**MARIO MORENO-MURILLO**  
Claimant

**APPEAL NO. 07A-UI-05291-NT**

**ADMINISTRATIVE LAW JUDGE  
DECISION**

**CARGILL MEAT SOLUTIONS  
CORPORATION**  
Employer

**OC: 05/06/07 R: 03  
Claimant: Appellant (1)**

Section 96.5(2)a – Discharge for Misconduct

**STATEMENT OF THE CASE:**

The claimant filed an appeal from a representative's decision dated May 22, 2007, reference 01, which denied benefits based upon his separation from Cargill Meat Solutions Corporation. After due notice was issued, a telephone conference hearing was held on June 12, 2007. The claimant participated. The employer participated by Melissa Skinner. Official interpreter was Mr. Ike Rocha.

**ISSUE:**

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

**FINDINGS OF FACT:**

Having heard the testimony of the witnesses and having reviewed the evidence in the record, the administrative law judge finds: The claimant worked for this employer from January 28, 2004 until April 27, 2007, when he was discharged for failure to follow work directives. The claimant was employed as a full-time production worker and was paid by the hour. His immediate supervisor was Balon Garcia.

The claimant was discharged for failure to follow work directives that were given to him on April 27, 2007. Although instructed to perform clean-up duties at that time on three separate occasions, the claimant repeatedly refused. The claimant had the option of complying with the directive and complaining to upper management about his supervisor's directives if he felt the directives were improper. The claimant did not follow this course of action and was discharged based upon his repeated refusals to follow work directives.

**REASONING AND CONCLUSIONS OF LAW:**

The administrative law judge concludes, based upon the evidence in the record, that the Mr. Moreno-Murillo was discharged based upon his repeated failure to follow reasonable work directives that were given to him by his immediate supervisor on the night of April 27, 2007. Although the claimant may have believed that his job position did not require him to perform the

duties that he was directed to perform, the claimant did not exercise the option of performing the duties and then later complaining to upper management if he felt the duty assignments were improper. Based upon the claimant's job classification and the needs of the employer, the employer considered the work directives to be not only work related but reasonable, and the claimant was discharged based upon his repeated refusal to perform duties while on the clock and being paid by the company.

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 finds that the claimant's discharge was disqualifying. Benefits are withheld.

**DECISION:**

The representative's decision dated May 22, 2007, reference 01, is hereby affirmed. The claimant was discharged for misconduct in connection with his work. Unemployment insurance benefits shall be withheld until the claimant has worked in and been paid wages for insured work equal to ten times his weekly job insurance benefit amount, providing he meets all other eligibility requirements of the law.

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Terence P. Nice  
Administrative Law Judge

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Decision Dated and Mailed

tpn/kjw