

**IOWA WORKFORCE DEVELOPMENT  
UNEMPLOYMENT INSURANCE APPEALS**

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

**TODD L STYKEL**  
Claimant

**APPEAL NO. 11A-UI-12153-SW**

**ADMINISTRATIVE LAW JUDGE  
DECISION**

**MONGAN PAINTING CO INC**  
Employer

**OC: 08/21/11  
Claimant: Respondent (1)**

Section 96.5-2-a – Discharge

**STATEMENT OF THE CASE:**

The employer appealed an unemployment insurance decision dated September 12, 2011, reference 01, that concluded the claimant's discharge was not for work-connected misconduct. An in-person hearing was held on January 23, 2012, in Sioux City, Iowa. The parties were properly notified on December 28, 2011, about the hearing. The claimant participated in the hearing. No one participated in the hearing on behalf of the employer. The employer faxed a request to postpone the hearing at 4:31 p.m. on Friday, January 20, 2012, based on the owner being out of town. A denial of the postponement was faxed to the employer on January 21, 2012, explaining that the request was untimely and did not show emergency circumstances.

**ISSUE:**

Was the claimant discharged for work-connected misconduct?

**FINDINGS OF FACT:**

The claimant worked full time for the employer as a painting foreman from April 2006 to August 22, 2011. Rick Mongon is the owner of the business.

Mongon discharged the claimant on August 22, 2011, for alleged poor workmanship on the project he was working on. The claimant performed his job to the best of his ability and with the best workmanship he was able to provide.

The claimant filed one weekly claim for unemployment insurance benefits for the week ending August 27, 2011, for a total payment of \$415.00 and stopped filing afterward because he obtained another job.

**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).

No willful and substantial misconduct has been proven in this case. The claimant was eligible for and the employer is chargeable for the benefits he received.

**DECISION:**

The unemployment insurance decision dated September 12, 2011, reference 01, is affirmed. The claimant is qualified to receive unemployment insurance benefits, if he is otherwise eligible.

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Steven A. Wise  
Administrative Law Judge

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Decision Dated and Mailed

saw/pjs