

**IOWA WORKFORCE DEVELOPMENT
UNEMPLOYMENT INSURANCE APPEALS**

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

RUDOLPH V HYDE
Claimant

APPEAL NO. 10A-UI-13539-SWT

**ADMINISTRATIVE LAW JUDGE
DECISION**

ALPLA INC
Employer

OC: 08/15/10
Claimant: Appellant (1)

Section 96.5-2-a – Discharge

STATEMENT OF THE CASE:

The claimant appealed an unemployment insurance decision dated September 27, 2010, reference 01, that concluded he was discharged for work-connected misconduct. A telephone hearing was held on November 16, 2010. The parties were properly notified about the hearing. The claimant participated in the hearing. Julie Underwood participated in the hearing on behalf of the employer with a witness, James Parkhill. Exhibit One was admitted into evidence at the hearing.

ISSUE:

Was the claimant discharged for work-connected misconduct?

FINDINGS OF FACT:

The claimant worked full-time for the employer as a machine operator from August 10, 2007, to August 28, 2010. The employer manufactures plastic bottles for Proctor and Gamble Company. Employees are entitled to two 15-minute breaks and a half-hour lunch break.

On his August 14-15 shift, the claimant took over two hours in breaks during his shift because he was hot. On his August 15-16, shift, the claimant failed to conduct the proper inspections of the bottles that he ran after making a change in his machine, resulting in over 2000 defective bottles that had to be scrapped. The claimant had been warned repeatedly for similar conduct, including being placed on a suspension and last chance agreement on July 27, 2010.

After the defective products incident and excessive breaks were investigated, the claimant was suspended on August 28 and discharged on September 2, 2010, for repeated problems with his work performance.

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 work performance involved repeated negligence amounting to 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. He willfully violated a work rule with his excessive breaks. Work-connected misconduct as defined by the unemployment insurance law has been established in this case.

DECISION:

The unemployment insurance decision dated September 27, 2010, 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