

**IOWA WORKFORCE DEVELOPMENT  
UNEMPLOYMENT INSURANCE APPEALS**

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

**JIM L CARLSON**  
Claimant

**APPEAL NO. 08A-UI-10552-H2T**

**ADMINISTRATIVE LAW JUDGE  
DECISION**

**FAREWAY STORES INC**  
Employer

**OC: 10-12-08 R: 02  
Claimant: Appellant (1)**

Iowa Code § 96.5(2)a – Discharge/Misconduct

**STATEMENT OF THE CASE:**

The claimant filed a timely appeal from the November 6, 2008, reference 01, decision that denied benefits. After due notice was issued, a hearing was held on November 25, 2008. The claimant did participate. The employer did participate through Wes Bass, Warehouse Manager, and was represented by Garrett Pklapp, Attorney at Law. Employer's Exhibit One was received.

**ISSUE:**

Was the claimant discharged for work-related misconduct?

**FINDINGS OF FACT:**

Having reviewed the testimony and all of the evidence in the record, the administrative law judge finds: Claimant was employed as an order picker full time beginning July 21, 1998 through October 13, 2008 when he was discharged.

The claimant and some of his coworkers peeled coupons off of Hormel packages that were to be shipped to stores. The claimant then went to a redemption website and falsely indicated that he was a business that had purchased the Hormel product and redeemed the coupons to obtain merchandise. The claimant admitted that he falsely indicated in the website that he was a business redeeming the coupons. The employer discovered through the Hormel representative that an unusually high number of redemptions were being made in their area. The employer investigated by contacting the web site. Eventually the employer received page 2 of employer's exhibit one. By matching the address the employer discovered that approximately five or six employees including the claimant were redeeming the Hormel coupons. The employer first discovered the claimant's involvement when his address was noted on the information received from the redemption website. The claimant was questioned on October 13, 2008 and admitted to taking the coupons off the Hormel boxes before they left the warehouse and providing false information to the website to redeem them for gifts. The claimant had received the employer's handbook which specifically provides that termination is the employer's option for employees who improperly handle coupons. The claimant did not ask for permission to take the coupons

nor was he ever given permission to take the coupons. The claimant was not present when the employer interviewed other employees.

**REASONING AND CONCLUSIONS OF LAW:**

For the reasons that follow, the administrative law judge concludes the claimant was discharged from employment due to job-related misconduct.

Iowa Code § 96.5-2-a provides:

An individual shall be disqualified for benefits:

2. Discharge for misconduct. If the department finds that the individual has been discharged for misconduct in connection with the individual's employment:

a. The individual shall be disqualified for benefits until the individual has worked in and has been paid wages for insured work equal to ten times the individual's weekly benefit amount, provided the individual is otherwise eligible.

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.

The claimant alleges that at least one other employee who participated in the false redemption was not discharged. The employer discharged at least four or five other employees, but did not discharge two others whom they were unable to confirm had redeemed merchandise improperly. The administrative law judge is not persuaded that the two employees, who the claimant alleges participated, actually redeemed any merchandise as the claimant did. By his own admission the claimant entered false information to redeem the coupons. He received the employer's handbook. The claimant knew or should have known that he had no permission to take the coupons, particularly when he falsely alleged he was a business redeeming the coupons. The claimant's actions amount to sufficient misconduct to disqualify him from receipt of unemployment insurance benefits. Benefits are denied.

**DECISION:**

The November 6, 2008, reference 01, decision is affirmed. The claimant was discharged from employment due to job-related misconduct. Benefits are withheld until such time as he has worked in and been paid wages for insured work equal to ten times his weekly benefit amount, provided he is otherwise eligible.

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Teresa K. Hillary  
Administrative Law Judge

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Decision Dated and Mailed

tkh/pjs