

ISSUE:

Did the employer discharge the claimant for work-connected misconduct?

FINDINGS OF FACT:

The claimant started working for the employer on July 17, 2001. The claimant worked as a full-time hourly maintenance team member. The employer's safety rules require employees to lock and tag out equipment before working on any equipment. Depending on the incident, the employer has the discretion to discharge an employee the first time the employee violates the safety policy.

On September 12, 2005, the claimant was performing his shutdown duties and found a broken blade in a band saw. A supervisor saw the claimant grab the blade with his hand to remove it from the saw. The claimant did not lock the saw before he removed the blade. The claimant did this without thinking about locking the saw.

Prior to September 12, 2005, the claimant's job was not in jeopardy. The claimant had no record of any previous safety violations. The employer discharged the claimant on September 14 because he violated the employer's safety policy on September 12, 2005.

REASONING AND CONCLUSIONS OF LAW:

A claimant is not qualified to receive unemployment insurance benefits if an employer discharges him for reasons constituting work-connected misconduct. Iowa Code §96.5-2-a. The employer has the burden to prove the claimant was discharged for work-connected misconduct as defined by the unemployment insurance law. Cosper v. Iowa Department of Job Service, 321 N.W.2d 6 (Iowa 1982). The propriety of a discharge is not at issue in an unemployment insurance case. An employer may be justified in discharging an employee, but the employee's conduct may not amount to misconduct precluding the payment of unemployment compensation. The law limits disqualifying misconduct to willful wrongdoing or repeated carelessness or negligence that equals willful misconduct in culpability. Lee v Employment Appeal Board, 616 N.W.2d 661, 665 (Iowa 2000).

For unemployment insurance purposes, misconduct amounts to a deliberate act and a material breach of the duties and obligations arising out of a worker's contract of employment. Misconduct is a deliberate violation or disregard of the standard of behavior the employer has a right to expect from employees or is an intentional and substantial disregard of the employer's interests or of the employee's duties and obligations to the employer. Inefficiency, unsatisfactory conduct, unsatisfactory performance due to inability or incapacity, inadvertence or ordinary negligence in isolated incidents, or good faith errors in judgment or discretion are not deemed to constitute work-connected misconduct. 871 IAC 24.32(1)(a).

The employer established compelling business reasons for discharging the claimant after he violated the employer's safety policy on September 12, 2005. Since there is no record of any previous safety violations and the claimant acknowledged he did not think about locking the saw, the facts do not establish that the claimant intentionally and substantially disregarded the employer's interests on September 12, 2005. Even though the employer may have been justified in discharging the claimant, the claimant did not commit work-connected misconduct.

for unemployment insurance purposes. As of September 11, 2005, the claimant is qualified to receive unemployment insurance benefits.

DECISION:

The representative's October 10, 2005 decision (reference 01) is affirmed. The employer discharged the claimant for compelling business reasons that do not constitute work-connected misconduct. As of September 11, 2005, the claimant is qualified to receive unemployment insurance benefits, provided he meets all other eligibility requirements. The employer's account may be charged for benefits paid to the claimant.

dlw/pjs