

**IOWA WORKFORCE DEVELOPMENT
UNEMPLOYMENT INSURANCE APPEALS**

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

MICHAEL SULU
Claimant

APPEAL NO. 12A-UI-14803-SWT

**ADMINISTRATIVE LAW JUDGE
DECISION**

R J PERSONNEL INC
Employer

OC: 11/11/12
Claimant: Respondent (2)

Section 96.5-2-a – Discharge

STATEMENT OF THE CASE:

The employer appealed an unemployment insurance decision dated January 22, 2013, reference 02, that concluded the claimant had completed a temporary work assignment. A telephone hearing was held on January 22, 2013. The parties were properly notified about the hearing. The claimant participated in the hearing. Mike Thomas participated in the hearing on behalf of the employer.

ISSUE:

Was the claimant discharged for work-connected misconduct?

FINDINGS OF FACT:

The employer is a staffing company that provides workers to client businesses on a temporary or indefinite basis. The claimant worked on an assignment at Hon-Geneva from May 30, 2012, to July 6, 2012. The claimant was informed and understood that under the employer's work rules, he was required to wear steel-toed shoes for safety reasons.

On two occasions, Hon-Geneva discovered the claimant wearing boots that were not steel-toed. The first time, the claimant was sent home. The second time, the employer was doing a random safety audit and again discovered the claimant not wearing steel-toed shoes. The claimant became defensive and said he had worn the same boots before without any problems and claimed he was being signaled out, which was not true. The employer sent the claimant home and requested that the employer remove him from the assignment for repeated violations of the safety rules and his defiant attitude. The employer discharged the claimant on July 9, 2012, for this reason.

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 violation of a known work rule was 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. Work-connected misconduct as defined by the unemployment insurance law has been established in this case.

DECISION:

The unemployment insurance decision dated January 22, 2013, reference 02, is reversed. 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/css