

**IOWA WORKFORCE DEVELOPMENT  
UNEMPLOYMENT INSURANCE APPEALS**

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

**EMAD AABDELHASAN**  
Claimant

**APPEAL NO. 12A-UI-11248-SWT**

**ADMINISTRATIVE LAW JUDGE  
DECISION**

**WAL-MART STORES INC**  
Employer

**OC: 07/29/12  
Claimant: Respondent (2)**

Section 96.5-2-a – Discharge

**STATEMENT OF THE CASE:**

The employer appealed an unemployment insurance decision dated September 4, 2012, reference 01, that concluded the claimant's discharge was not for work-connected misconduct. A telephone hearing was held on October 15, 2012. The parties were properly notified about the hearing. The claimant failed to participate in the hearing. Ann Walters participated in the hearing on behalf of the employer. Exhibits 1 through 12 were 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 an inventory management worker from August 13, 2010, to July 30, 2012. The claimant had been warned in April 2012 about failing to pick items needed to restock shelves as he had been instructed to do. This was a final warning.

On July 27, 2012, the claimant was given the assignment of putting inventory items from a pallet into the bin. He was given four hours to complete the assignment and during that time the claimant only put 14 out of 54 items into the bin system. He violated the employer's policies by neglecting to complete the tasks given to him when he had the time and ability to complete the tasks.

On July 30, 2012, the employer discharged the claimant for neglecting his job assignment by not completing the work assigned to him.

**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 conduct 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 September 4, 2012, reference 01, 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/kjw