

**IOWA WORKFORCE DEVELOPMENT
UNEMPLOYMENT INSURANCE APPEALS**

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

NIHAD DIZDAREVIC
Claimant

APPEAL NO. 09A-UI-00879-CT

**ADMINISTRATIVE LAW JUDGE
DECISION**

TARGET CORPORATION
Employer

OC: 12/23/07 R: 03
Claimant: Appellant (1)

Section 96.5(2)a – Discharge for Misconduct

STATEMENT OF THE CASE:

Nihad Dizdarevic filed an appeal from a representative's decision dated January 12, 2009, reference 01, which denied benefits based on his separation from Target Corporation. After due notice was issued, a hearing was held by telephone on February 5, 2009. Mr. Dizdarevic participated personally. The employer participated by Amy Mosley, Human Resources Business Partner, and Ahanna Reicks, Asset Protection Group Leader.

ISSUE:

At issue in this matter is whether Mr. Dizdarevic was separated from employment for any disqualifying reason.

FINDINGS OF FACT:

Having heard the testimony of the witnesses and having reviewed all of the evidence in the record, the administrative law judge finds: Mr. Dizdarevic's last period of employment with Target Corporation was from March 31 until December 13, 2008. He worked full time in the warehouse. He was discharged for opening security boxes that were destined for Target's retail stores.

The employer received complaints from some of its stores that merchandise was being received in boxes that were already opened. Certain merchandise is shipped in secured boxes to avoid theft. The items contained in the secured boxes are usually electronic equipment and accessories, the type of merchandise that would be kept in locked cases at the Target stores. Mr. Dizdarevic was also opening vendor cartons that contained music or movie DVDs. Because of the complaints from stores, the loss prevention department conducted live surveillance on December 6, 7, and 8. During this time frame, Mr. Dizdarevic was observed opening 19 security boxes, 2 vendor cartons, and one carton that contained music CDs and movie DVDs. He rifled through the boxes but did not take anything. He indicated he was just curious about the contents.

During his training, Mr. Dizdarevic was told he should notify a supervisor if he came across boxes that he found opened. The supervisor had the ability to re-secure the boxes before

shipment to the retail stores. He did not ask a supervisor to re-secure the boxes he intentionally opened. Mr. Dizdarevic did not work from December 8 through December 12. When he returned to work on December 13, he was discharged. The above conduct was the sole reason for the discharge.

REASONING AND CONCLUSIONS OF LAW:

Mr. Dizdarevic was discharged from his job with Target. An individual who was discharged from employment is disqualified from receiving job insurance benefits if the discharge was for misconduct. Iowa Code section 96.5(2)a. Mr. Dizdarevic was discharged for deliberately and intentionally opening boxes of merchandise while working in the warehouse. Although he did not take any merchandise himself, he made it easier for merchandise to be stolen. The merchandise was shipped in secured boxes to deter or prevent theft. By opening boxes and not having them re-secured, Mr. Dizdarevic left the merchandise vulnerable to theft.

Mr. Dizdarevic's job did not involve opening and inspecting boxes of merchandise. His job was to load the merchandise on trucks so it could be transported to stores. He had no work-related reason to open boxes and rifle through the contents. His conduct in compromising the security of the employer's merchandise constituted a substantial disregard of the standards the employer had the right to expect. For the reasons cited herein, it is concluded that disqualifying misconduct has been established by the evidence. Accordingly, benefits are denied.

DECISION:

The representative's decision dated January 12, 2009, reference 01, is hereby affirmed. Mr. Dizdarevic was discharged by Target for misconduct in connection with his employment. Benefits are denied until he has worked in and been paid wages for insured work equal to ten times his weekly benefit amount, provided he satisfies all other conditions of eligibility.

Carolyn F. Coleman
Administrative Law Judge

Decision Dated and Mailed

cfc/kjw