

**IOWA WORKFORCE DEVELOPMENT  
UNEMPLOYMENT INSURANCE APPEALS**

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

**ISEN RAMADANI**  
Claimant

**APPEAL NO. 09A-UI-16507-SWT**

**ADMINISTRATIVE LAW JUDGE  
DECISION**

**TITAN TIRE CORPORATION**  
Employer

**OC: 06/28/09**  
**Claimant: Appellant (2)**

Section 96.5-2-a – Discharge

**STATEMENT OF THE CASE:**

The claimant appealed an unemployment insurance decision dated October 20, 2009, reference 01, that concluded he was discharged for work-connected misconduct. A telephone hearing was held on December 16, 2009. The parties were properly notified about the hearing. The claimant participated in the hearing with the assistance of an interpreter, Aldijana Rodoncic. Joyce Kain participated in the hearing on behalf of the employer.

**ISSUE:**

Was the claimant discharged for work-connected misconduct?

**FINDINGS OF FACT:**

The claimant worked for the employer as a stocking worker from May 24, 2005, to September 28, 2009. He was informed and understood that under the employer's work rules, sleeping on the job was prohibited.

On September 19, 2009, the claimant was ill due to a reaction from a blood pressure medication he was taking. He sat down in a forklift to recover from his symptoms. He was witnessed sitting on the forklift with his eyes closed by two supervisors, who believed he was sleeping on the job.

The claimant may have dozed off for a short time due to the medication and illness, but he did not deliberately sleep on the job. The claimant was sent home.

On September 28, 2009, the employer discharged the claimant for violating the rule against sleeping on the job.

**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).

While the employer may have been justified in discharging the claimant, work-connected misconduct as defined by the unemployment insurance law has not been established. The findings of fact show how I resolved the disputed factual issues in this case by carefully assessing of the credibility of the witnesses and reliability of the evidence and by applying the proper standard and burden of proof. No willful and substantial misconduct has been proven in this case.

**DECISION:**

The unemployment insurance decision dated October 20, 2009, reference 01, is reversed. The claimant is qualified to receive unemployment insurance benefits, if he is otherwise eligible.

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Steven A. Wise  
Administrative Law Judge

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Decision Dated and Mailed

saw/css