

**IOWA WORKFORCE DEVELOPMENT
UNEMPLOYMENT INSURANCE APPEALS BUREAU**

JUSTIN A BRAKEBILL
Claimant

PLUMROSE USA INC
Employer

APPEAL 21A-UI-08370-LJ-T

**ADMINISTRATIVE LAW JUDGE
DECISION**

**OC: 01/24/21
Claimant: Appellant (2)**

Iowa Code § 96.5(2)a – Discharge for Misconduct

STATEMENT OF THE CASE:

On March 24, 2021, the claimant, Justin A. Brakebill, filed an appeal from the March 22, 2021 (reference 01) unemployment insurance decision that denied benefits based upon a determination that claimant was discharged from employment for sleeping on the job. The parties were properly notified of the hearing. A telephonic hearing was held at 2:00 pm. on Monday, June 7, 2021. The claimant, Justin A. Brakebill, participated. The employer, Plumrose USA, Inc., did not register a telephone number at which to be reached and did not participate in the hearing. No exhibits were offered during the hearing.

ISSUE:

Was the claimant discharged from employment for disqualifying, job-related misconduct?

FINDINGS OF FACT:

Having reviewed all of the evidence in the record, the administrative law judge finds: Claimant was employed full time, most recently as a maintenance technician, from June 26, 2018, until January 24, 2021, when he was discharged for sleeping on the job.

The final incident occurred approximately a week and a half prior to the end of claimant's employment. That day, claimant came to work and began to feel ill. He broke out into a cold sweat, he became sick to his stomach, and he started running a fever. The employer was already short-handed due to COVID-19. Therefore, when claimant asked if he could go home, the supervisor told him no. The supervisor instructed claimant to go sit in the office and rest. Claimant did as he was instructed to do. While he was in the office, someone walked by and saw him and reported to management that claimant was sleeping. Claimant denies that he was sleeping. Claimant was out sick the following four days, and then he returned to work.

REASONING AND CONCLUSIONS OF LAW:

For the reasons that follow, the administrative law judge concludes claimant was discharged from employment for no disqualifying reason. Benefits are allowed, provided claimant is otherwise eligible.

Iowa Code § 96.5(2)a provides:

An individual shall be disqualified for benefits:

2. Discharge for misconduct. If the department finds that the individual has been discharged for misconduct in connection with the individual's employment:

a. The individual shall be disqualified for benefits until the individual has worked in and has been paid wages for insured work equal to ten times the individual's weekly benefit amount, provided the individual is otherwise eligible.

Iowa Admin. Code r. 871-24.32(1)a provides:

Discharge for misconduct.

(1) Definition.

a. "Misconduct" is defined as a deliberate act or omission by a worker which constitutes a material breach of the duties and obligations arising out of such worker's contract of employment. Misconduct as the term is used in the disqualification provision as being limited to conduct evincing such willful or wanton disregard of an employer's interest as is found in deliberate violation or disregard of standards of behavior which the employer has the right to expect of employees, or in carelessness or negligence of such degree of recurrence as to manifest equal culpability, wrongful intent or evil design, or to show an intentional and substantial disregard of the employer's interests or of the employee's duties and obligations to the employer. On the other hand 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 to be deemed misconduct within the meaning of the statute.

This definition has been accepted by the Iowa Supreme Court as accurately reflecting the intent of the legislature. *Huntoon v. Iowa Dep't of Job Serv.*, 275 N.W.2d 445, 448 (Iowa 1979).

Iowa Admin. Code r. 871-24.32(4) provides:


(4) Report required. The claimant's statement and the employer's statement must give detailed facts as to the specific reason for the claimant's discharge. Allegations of misconduct or dishonesty without additional evidence shall not be sufficient to result in disqualification. If the employer is unwilling to furnish available evidence to corroborate the allegation, misconduct cannot be established. In cases where a suspension or disciplinary layoff exists, the claimant is considered as discharged, and the issue of misconduct shall be resolved.

In an at-will employment environment an employer may discharge an employee for any number of reasons or no reason at all, provided the discharge is not contrary to public policy. However, if the employer fails to meet its burden of proof to establish job related misconduct as the reason for the separation, it incurs potential liability for unemployment insurance benefits related to that separation.

Here, the employer did not appear for the hearing or submit any documentation in lieu of in-person participation. The evidence in the record fails to establish any disqualifying misconduct. Claimant denies that he was sleeping at work, and there is nothing in the record to challenge or undermine his testimony. Further, even if he had fallen asleep in the office, the employer required him to stay at work while he was severely ill, and claimant was not acting of his own volition. The administrative law judge finds that claimant was discharged from employment for no disqualifying reason. Benefits are allowed, provided claimant is otherwise eligible.

DECISION:

The March 22, 2021 (reference 01) unemployment insurance decision is reversed. Claimant was discharged from employment for no disqualifying reason. Benefits are allowed, provided he is otherwise eligible. Any benefits claimed and withheld on this basis shall be paid.



Elizabeth A. Johnson
Administrative Law Judge
Unemployment Insurance Appeals Bureau
1000 East Grand Avenue
Des Moines, Iowa 50319-0209
Fax (515)478-3528

June 21, 2021
Decision Dated and Mailed

lj/scn