

**IOWA WORKFORCE DEVELOPMENT  
UNEMPLOYMENT INSURANCE APPEALS**

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

**MARK L ANDERSON**  
Claimant

**APPEAL NO. 09A-UI-01953-H2T**

**ADMINISTRATIVE LAW JUDGE  
DECISION**

**SSW ENTERPRISES INC  
COLLIS INC**  
Employer

**OC: 12-23-07**  
**Claimant: Appellant (1)**

Iowa Code Section 96.5(2)a – Discharge/Misconduct

**STATEMENT OF THE CASE:**

The claimant filed a timely appeal from the February 3, 2009, reference 04, decision that denied benefits. After due notice was issued, a hearing was held on March 2, 2009. The claimant did participate. The employer did participate through Michele Anderson, Human Resources Coordinator and Tina Cahoon, Fabrication Supervisor. Employer's Exhibit One was received.

**ISSUE:**

Was the claimant discharged for work-related misconduct?

**FINDINGS OF FACT:**

Having reviewed the testimony and all of the evidence in the record, the administrative law judge finds: Claimant was employed as a wire straighter and setup and operator full time beginning June 23, 2003 through November 19, 2008 when he was discharged.

The claimant was told on November 17 that he was being suspended for three days for failing to adequately spool wire on a machine. The claimant's suspension was to be served on November 18, 19, and 20, 2008. On November 17, the claimant was specifically told that before he left work for the day he was to accomplish a specific set of tasks. The claimant's supervisor told him that he could shut down his machine as early as he needed to in order to have time to accomplish the other tasks assigned to him. The claimant chose not to shut down his machine early enough to complete the other tasks, including painting and cleaning that were assigned to him. The employer had guests coming through the plant the next day and they wanted the plant to be clean and painted before the guest arrived.

The claimant left without completing his duties, despite being told by his supervisor and union steward to do so. When the employer learned that the claimant had not complete the assigned duties they investigated by interviewing many of his coworkers. The claimant's coworkers indicated that the claimant was not working during his shift, but was goofing off. The claimant had been previously warned about not completing his duties, and knew under the disciplinary

policy that since he was serving a suspension for the next three days, his next disciplinary step was discharge.

It was not up to the claimant to make the determination that it was more important to keep the line running than to shut down in order to complete the specific tasks he had been assigned. The union representative confirmed that it was the claimant's job to perform the assigned tasks.

### **REASONING AND CONCLUSIONS OF LAW:**

For the reasons that follow, the administrative law judge concludes the claimant was discharged from employment due to job-related misconduct.

Iowa Code section 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.

871 IAC 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.

The claimant had been assigned to paint and clean and was required to perform those duties. The claimant was angry that he was being suspended for the next three days and did not complete the tasks assigned to him. The claimant had been told to shut down his machine in time to complete the duties but did not do so because he made the determination that it was more important for him to keep the line running. That decision was not the claimant's to make. The claimant would have had ample opportunity to complete his tasks as his coworkers who were assigned similar work were able to do so. The question of whether the refusal to perform a specific task constitutes misconduct must be determined by evaluating both the reasonableness of the employer's request in light of all circumstances and the employee's

reason for noncompliance. Endicott v. IDJS, 367 N.W.2d 300 (Iowa App. 1985). The claimant was told at the start of his shift what the employer wanted done and was given ample opportunity to perform the tasks but did not do so. Claimant's repeated failure to adequately and fully perform his job duties after having established the ability to do so is evidence of his willful intent not to do so and is misconduct. Under these circumstances the claimant's actions amount to insubordination and are sufficient misconduct to disqualify him from receipt of unemployment insurance benefits. Benefits are denied.

**DECISION:**

The February 3, 2009, reference 04, decision is affirmed. The claimant was discharged from employment due to job-related misconduct. Benefits are withheld until such time as he has worked in and been paid wages for insured work equal to ten times his weekly benefit amount, provided he is otherwise eligible.

---

Teresa K. Hillary  
Administrative Law Judge

---

Decision Dated and Mailed

tkh/css