

**IOWA WORKFORCE DEVELOPMENT
UNEMPLOYMENT INSURANCE APPEALS**

LANCE L MICHEL
Claimant

APPEAL NO. 14A-UI-10000-SWT

**ADMINISTRATIVE LAW JUDGE
DECISION**

CALERIS INC
Employer

OC: 08/24/14
Claimant: Appellant (1)

Section 96.5-2-a – Discharge

STATEMENT OF THE CASE:

The claimant appealed an unemployment insurance decision dated September 16, 2014, reference 01, that concluded he was discharged for work-connected misconduct. A telephone hearing was held on October 15, 2014. The parties were properly notified about the hearing. The claimant participated in the hearing. Stacey Springer participated in the hearing on behalf of the employer with a witness, Jordan Huffaker.

ISSUE:

Was the claimant discharged for work-connected misconduct?

FINDINGS OF FACT:

The claimant worked full time for the employer as a customer service representative from August 18, 2013, to August 25, 2014. He was working for a client, Victory Packaging, answering calls from customers and taking and fulfilling orders.

The claimant received a warning on February 25, 2014, after the client complained about the claimant's failure to following the proper procedures in entering orders including incorrect names, addresses, and phone numbers due to inattention to detail. He received a warning on April 16, 2014, after a customer complained to the client about the claimant's treatment of customer. The employer determined that the claimant had provided the customer incorrect information and was rude to the customer. The claimant received a final warning on May 9, 2014, after a customer complained that the claimant would not answer his questions and did not seem to care about the customer's issue.

On August 12, the claimant took an order for a pallet of a specific product. He entered the item number wrong and the wrong product was shipped to a customer. As a result, there was a \$500 charge to the client as well as the time and effort involved in getting the correct product shipped and the wrong product returned.

Certain products come in packs of 25 items. In August, the client had changed the order form to require that the number of packs of products be listed on an order rather than the number of items. On an order taken on August 19, the claimant had mistakenly entered the number of individual items, which would have resulted in the customer receiving 25 times more items than they ordered. When the claimant received the email verifying the order, he reviewed the order and discovered his error. He called the customer to verify the correct order and reorder the correct amount. He stopped the wrong order from going out and notified his supervisor about what had happened. If the order had gone out, there would have been a potential \$4000 cost to the client.

Victory Packaging asked the claimant be removed from the assignment and the claimant was terminated on August 25, 2014, due to his negligence in handling orders on August 12 and 19, and prior conduct.

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 repeated negligence was of such a degree of recurrence that it was a substantial disregard of the standards of behavior the employer had the right to expect of the claimant and therefore equaled willful misconduct in culpability. The claimant had been repeatedly warned about his job performance issues and his conduct jeopardized the employer relationship to the client. Work-connected misconduct as defined by the unemployment insurance law has been established in this case.

DECISION:

The unemployment insurance decision dated September 16, 2014, reference 01, is affirmed. 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/pjs