

**IOWA WORKFORCE DEVELOPMENT
UNEMPLOYMENT INSURANCE APPEALS**

CESAREO LOPEZ
Claimant

THE PRINTER INC
Employer

APPEAL 15A-UI-03940-JCT
ADMINISTRATIVE LAW JUDGE
DECISION

OC: 03/01/15
Claimant: Appellant (1)

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

STATEMENT OF THE CASE:

The claimant filed an appeal from the March 20, 2015 (reference 02) unemployment insurance decision that denied benefits based upon separation. The parties were properly notified about the hearing. A telephone hearing was held on May 8, 2015. The claimant participated. The employer participated through Karen Michael. Frank Hampton also testified.

ISSUE:

Was the claimant discharged for disqualifying job-related misconduct?

FINDINGS OF FACT:

Having reviewed all of the evidence in the record, the administrative law judge finds: The claimant was employed full time as a bindery operator and was separated from employment on March 3, 2015; when he was discharged for negligence of duties and falsification of a document.

The employer has a policy that permits discharge immediately for incidents involving dishonesty or falsification. The employer was made aware of these policies upon hire.

The final incident occurred on February 27, 2015. The claimant was responsible for checking the name being printed on three places for this particular job, involving postcards for a client. The name was listed on the address space, on the left upper portion of one side and on the back middle part of the postcard. All three names were supposed to be the same, for purposes of the job. The claimant signed off on his quality control sheet that he had verified the names, but did not actually verify. The quality control log had language above the claimant's signature warning him that by signing, he was agreeing he had completed the work. The claimant offered two explanations as to why he did not; the first was that he was trained not to check on postcard jobs, and the second was that most postcard jobs were static, which meant this data would not usually be contained on it for verification.

The postcard assignment, was not properly verified by the claimant and his peers, who also signed off on their own respective parts of the job, and the postcards went out in error. As a result, the client cancelled the contract job, causing a significant financial loss to the employer. The claimant had no prior warnings for similar conduct.

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 § 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).

Some employee conduct is so egregious that a single incident might trigger disqualifying misconduct. Honesty is a reasonable, commonly accepted duty owed to the employer. The credible evidence establishes the claimant did not verify the names on the postcards, for which he signed off for completing.

The claimant did not deny that he signed off performing checks that were not actually done. He offered contradictory explanations as to why he signed off for work he had not completed; first he stated he was trained not to check on postcard jobs by his management, which is illogical, as he would not have a quality control log to complete, if true. The claimant later asserted he did not cross check the names on the postcard job in question because most postcard jobs were static and would not have the names to check. However, that was not the case, for this particular job, which had the name posted in three places, requiring the claimant's confirmation of accuracy before completing the quality control log. Inasmuch as the claimant had not performed the checks, he should not have completed the log, which contains verbiage warning him that his signature means he completed the work. As a result of the claimant not checking his portion of the job, the postcard assignment was completed incorrectly, and the client subsequently cancelled its contract with the employer.

The claimant's falsification of his quality control log was a disregard of standards of behavior which employer has a right to expect. This is evidence of deliberate conduct in violation of company policy or procedure, even without prior warning. The employer's request was not unduly burdensome or unreasonable. Benefits are denied.

DECISION:

The March 20, 2015 (reference 02) unemployment insurance 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.

Jennifer L. Coe
Administrative Law Judge

Decision Dated and Mailed

jlc/can