

**IOWA WORKFORCE DEVELOPMENT
UNEMPLOYMENT INSURANCE APPEALS**

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

JOSHUA D PRICE
Claimant

APPEAL NO. 12A-UI-03782-AT

**ADMINISTRATIVE LAW JUDGE
DECISION**

MENARD INC
Employer

OC: 03/04/12
Claimant: Appellant (1)

Section 96.5-2-a – Discharge

STATEMENT OF THE CASE:

Joshua D. Price filed a timely appeal from an unemployment insurance decision dated April 4, 2012, reference 01, that disqualified him for benefits. After due notice was issued, a telephone hearing was held April 26, 2012, with Mr. Price participating. Corporate Counsel Scott Walls represented the employer, Menard, Inc., in the hearing. General Manager Tom Groepper testified. Employer Exhibits 1 through 5 were admitted into evidence.

ISSUE:

Was the claimant discharged for misconduct in connection with the employment?

FINDINGS OF FACT:

Joshua D. Price was employed by Menard, Inc. from July 1999 until he was discharged February 20, 2012. He last worked as first assistant department manager in the wall covering department. Mr. Price was late arriving for work on February 18, 2012. Rather than using the time clock, he filled out a punch verification form, indicating that he had arrived on time. General Manager Tom Groepper confronted Mr. Price when he learned of the incident. Mr. Price told Mr. Groepper that he did not want any of coworkers to know that he had been late.

Company policy provides that falsification of any company document will lead to discipline up to and including discharge. Mr. Price was aware of the policy.

REASONING AND CONCLUSIONS OF LAW:

The question is whether the evidence establishes that the claimant was discharged for misconduct in connection with the employer. It does.

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 evidence here establishes that Mr. Price deliberately falsified his time record for February 18, 2012, and that he was aware of the policy prohibiting such an act. The administrative law judge concludes that the evidence is sufficient to establish misconduct. Benefits are withheld.

DECISION:

The unemployment insurance decision dated April 4, 2012, reference 01, is affirmed. Benefits are withheld until the claimant has worked in and has been paid wages for insured work equal to ten times his weekly benefit amount, provided he is otherwise eligible.

Dan Anderson
Administrative Law Judge

Decision Dated and Mailed

kjw/kjw