

**IOWA WORKFORCE DEVELOPMENT  
UNEMPLOYMENT INSURANCE APPEALS**

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

**JUSTIN R REDDEN**  
Claimant

**APPEAL NO. 12A-UI-01556-AT**

**ADMINISTRATIVE LAW JUDGE  
DECISION**

**FUTURE FOAM INC**  
Employer

**OC: 01/01/12**  
**Claimant: Appellant (1)**

Section 96.5-2-a – Discharge

**STATEMENT OF THE CASE:**

Justin R. Redden filed a timely appeal from an unemployment insurance decision dated February 3, 2012, reference 01, that disqualified him for benefits. After due notice was issued, a telephone hearing was held March 5, 2012 with Mr. Redden participating. Plant Manager Russell Geter and Chemical Supervisor Scott Brammer participated for the employer, Future Foam, Inc.

**ISSUE:**

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

**FINDINGS OF FACT:**

Justin R. Redden was employed by Future Foam, Inc. from October 1, 2007 until he was discharged January 2, 2012. He last worked as a chemical technician. He was discharged because of events that occurred on December 27 and 28, 2011.

On December 27, 2011, Mr. Redden was filling a tank with chemicals. As he left work that night, he forgot to shut the valve. The tank has a two-stage alarm system. None of the chemicals had spilled, but the level became so high that the alarm sounded. Chemical Supervisor Scott Brammer had left the plant already that evening; but when he was notified of the situation, he called Mr. Redden's cell phone. Mr. Redden acknowledged that he had forgotten to shut the valve.

On the following day, Mr. Redden resumed filling the tank after a certain amount of the chemicals had been drained out. He failed to note the actual level in the tank and allowed the tank once again to overfill, causing the alarm to sound.

No chemicals spilled on either day. Had it progressed to that point, clean-up costs would have run between \$100,000.00 and \$200,000.00. In addition, a spillage would have prevented the potential of medical risk to the employees of the plant and the residents of the neighborhood.

## REASONING AND CONCLUSIONS OF LAW:

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

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.

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.

While misconduct is most often found in deliberate actions contrary to the employer's interest, it may also be found in repeated acts of carelessness or negligence. The evidence establishes that Mr. Redden was discharged because of careless actions on both December 27 and 28, 2011. But for the company's alarm system, the carelessness could have been economically and medically costly to employees and the community. The administrative law judge concludes that the evidence is sufficient to establish disqualifying misconduct.

**DECISION:**

The unemployment insurance decision dated February 3, 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

pjs/pjs