

**IOWA WORKFORCE DEVELOPMENT
UNEMPLOYMENT INSURANCE APPEALS**

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

CRAIG B ALEXANDER
Claimant

APPEAL NO. 09A-UI-09572-ST

WAL-MART STORES INC
Employer

**ADMINISTRATIVE LAW JUDGE
DECISION**

**Original Claim: 05/03/09
Claimant: Appellant (1)**

Section 96.5-2-a – Discharge for Misconduct
871 IAC 24.32(1) – Definition of Misconduct

STATEMENT OF THE CASE:

The claimant appealed a department representative's decision dated June 2, 2009, reference 01, that held the claimant was discharged for misconduct on April 30, 2009 for theft of company property, and that denied benefits. A hearing was scheduled for July 21, 2009. The claimant did not participate. The employer representative submitted documents in lieu of participation.

ISSUE:

The issue is whether the claimant was discharged for misconduct.

FINDINGS OF FACT:

The administrative law judge, having considered the evidence in the record, finds that: The claimant was hired as an hourly associate on February 27, 2007, and he last worked on April 30, 2009. The claimant signed a statement on April 30 that admitted he had taken merchandise from the store, and he was discharged on that date for theft of company property.

The claimant did not respond to the hearing notice.

REASONING AND CONCLUSIONS OF LAW:

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 administrative law judge concludes that the employer established that the claimant was discharged for misconduct in connection with employment on April 30, 2009, for theft of company property.

The claimant admitted to the theft of employer property in a signed written statement. Employee honesty is the standard of behavior the employer has a right to expect.

DECISION:

The representative's decision dated June 2, 2009, reference 01, is affirmed. The claimant was discharged for misconduct in connection with employment on April 30, 2009. Benefits are denied until the claimant requalifies by working in and being paid wages for insured work equal to ten times his weekly benefit amount, provided the claimant is otherwise eligible.

Randy L. Stephenson
Administrative Law Judge

Decision Dated and Mailed

rls/kjw