

**IOWA WORKFORCE DEVELOPMENT
UNEMPLOYMENT INSURANCE APPEALS**

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

DEANDRE P BEECHAM

Claimant

APPEAL NO. 09A-UI-07061-AT

**ADMINISTRATIVE LAW JUDGE
DECISION**

**VERMEER MANUFACTURING
COMPANY INC**

Employer

**Original Claim: 11/23/08
Claimant: Appellant (1)**

Section 96.5-2-a - Discharge

STATEMENT OF THE CASE:

Deandre P. Beecham filed a timely appeal from an unemployment insurance decision dated April 28, 2009, reference 03, that disqualified him for benefits. After due notice was issued, a telephone hearing was held May 27, 2009, with Mr. Beecham participating. Cornie Van Walbeek, Marty Van Wyk, Jason Payne, and Julie Tabatabai participated for the employer, Vermeer Manufacturing Company, Inc. Employer Exhibit One was admitted into evidence.

ISSUE:

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

FINDINGS OF FACT:

Having heard the testimony of the witnesses and having examined all of the evidence in the record, the administrative law judge finds: Deandre P. Beecham was employed by Vermeer Manufacturing Company, Inc., from September 17, 2007, until he was discharged April 3, 2009. He last worked as a welder. Mr. Beecham left his workplace well before the end of his shift on March 30, 2009, saying that he was going for a wellness checkup at the company's wellness clinic. He was not scheduled for that checkup until the following day. He then left the company premises without returning to his workstation. Mr. Beecham also did not clock out before leaving. He also made false statements to company management concerning the incident during the company's investigation.

REASONING AND CONCLUSIONS OF LAW:

The question is whether the evidence establishes that the claimant was discharged for misconduct in connection with his employment. 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 parties provided somewhat contradictory timelines for the events of March 30. The administrative law judge concludes that it is not necessary to resolve the conflict, because both parties agree that Mr. Beecham left the premises before the end of his shift without clocking out. Mr. Beecham also did not dispute the employer's evidence that he made false statements about the incident during the company's investigation. The administrative law judge concludes that the evidence establishes deliberate action contrary to the employer's interests. Benefits must be withheld.

DECISION:

The unemployment insurance decision dated April 28, 2009, reference 03, 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