

**IOWA WORKFORCE DEVELOPMENT
UNEMPLOYMENT INSURANCE APPEALS BUREAU**

NIGUSA B KUMSA
Claimant

SEABOARD TRIUMPH FOODS LLC
Employer

APPEAL 19A-UI-00836-LJ-T
**ADMINISTRATIVE LAW JUDGE
DECISION**

OC: 12/30/18
Claimant: Appellant (2)

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

STATEMENT OF THE CASE:

The claimant filed an appeal from the January 30, 2019, (reference 01) unemployment insurance decision that denied benefits based upon a determination that claimant was discharged for violation of a known company rule. The parties were properly notified of the hearing. A telephonic hearing was held on February 13, 2019. The claimant, Nigusa B. Kumsa, participated. The employer, Seaboard Triumph Foods, L.L.C., did not register a telephone number at which to be reached and did not participate in the hearing. English/Oromo interpreter Dechassa (ID number 21259) of CTS Language Link provided interpretation services for the hearing.

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: Claimant was employed full-time, most recently as a laborer, from November 20, 2017, until October 1, 2018, when he was discharged. On his final day of employment, claimant went to work and performed his job on the production line. He was having issues with a co-worker who works next to him on the line. Claimant counted out the meat product and then passed it to his co-worker, but the co-worker would not accept it and pushed the meat back to claimant. Claimant asked his co-worker why he did this, and the co-worker picked up the meat and threw it at claimant. At that point, the co-worker was moved to a different line. Later, the co-worker came over from his new line and attacked claimant, punching him and kicking him. Claimant did not fight back; he only raised his arms up to protect his head while being attacked. After this altercation, claimant, the co-worker, and their supervisor all went to Human Resources. Claimant was given a brief opportunity to explain what happened to him. The employer then discharged both claimant and his co-worker for fighting at work. Claimant had never been warned for anything similar in the past, and he was not aware that his job was in jeopardy.

REASONING AND CONCLUSIONS OF LAW:

For the reasons that follow, the administrative law judge concludes claimant was discharged from employment for no disqualifying reason. Benefits are allowed, provided claimant is otherwise eligible.

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).

Iowa Admin. Code r. 871-24.32(4) provides:

(4) Report required. The claimant's statement and the employer's statement must give detailed facts as to the specific reason for the claimant's discharge. Allegations of misconduct or dishonesty without additional evidence shall not be sufficient to result in disqualification. If the employer is unwilling to furnish available evidence to corroborate the allegation, misconduct cannot be established...

In an at-will employment environment an employer may discharge an employee for any number of reasons or no reason at all if it is not contrary to public policy, but if it fails to meet its burden of proof to establish job related misconduct as the reason for the separation, it incurs potential liability for unemployment insurance benefits related to that separation. In this case, the employer did not participate in the hearing or submit any documentation in lieu of in-person participation. Claimant adamantly denies that he was an active participant in fighting with his co-worker, and the employer has not presented anything to refute this. The administrative law judge finds that the employer has not met its burden of proving that claimant was discharged from employment for any disqualifying reason. Benefits are allowed, provided he is otherwise eligible.

DECISION:

The January 30, 2019, (reference 01) unemployment insurance decision is reversed. Claimant was discharged from employment for no disqualifying reason. Benefits are allowed, provided he is otherwise eligible. Any benefits claimed and withheld on this basis shall be paid.

Elizabeth A. Johnson
Administrative Law Judge

Decision Dated and Mailed

lj/scn