

**IOWA WORKFORCE DEVELOPMENT
UNEMPLOYMENT INSURANCE APPEALS**

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

ANTOINE S JONES
Claimant

APPEAL NO. 12A-UI-10428-SWT

**ADMINISTRATIVE LAW JUDGE
DECISION**

SWIFT PORK COMPANY
Employer

OC: 07/22/12
Claimant: Respondent (1)

Section 96.5-2-a – Discharge

STATEMENT OF THE CASE:

The employer appealed an unemployment insurance decision dated August 20, 2012, reference 02, that concluded the claimant's discharge was not for work-connected misconduct. A telephone hearing was held on September 28, 2012. The parties were properly notified about the hearing. The claimant failed to participate in the hearing. Javier Sanchez participated in the hearing on behalf of the employer. Exhibit One was admitted into evidence at the hearing.

ISSUE:

Was the claimant discharged for work-connected misconduct?

FINDINGS OF FACT:

The claimant worked full time for the employer as a production worker from December 5, 2011, to Sunday, July 8, 2012. On July 8, the claimant was scheduled to work from 2:00 p.m. to 11:00 p.m. He was scheduled to work with a machine operator until about 4:00 p.m. when the machine operator left work. He cleared out some pallets. He then checked and noticed there was no more product going into the VRT freezer.

The claimant checked at the office to see if there was any additional work for him. He was told by Deb Boucher that there was no other work for him at that time. He reasonably believed that he could leave and left work at about 5:00 p.m.

On July 9, 2012, the claimant was suspended and on July 17, 2012, he was discharged for alleged job abandonment.

REASONING AND CONCLUSIONS OF LAW:

The issue in this case is whether the claimant was discharged for work-connected misconduct as defined by the unemployment insurance law.

The unemployment insurance law disqualifies claimants discharged for work-connected misconduct. Iowa Code § 96.5-2-a. The rules define misconduct as (1) deliberate acts or

omissions by a worker that materially breach the duties and obligations arising out of the contract of employment, (2) deliberate violations or disregard of standards of behavior that the employer has the right to expect of employees, or (3) carelessness or negligence of such degree of recurrence as to manifest equal culpability, wrongful intent or evil design. 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 misconduct within the meaning of the statute. 871 IAC 24.32(1).

No willful and substantial misconduct has been proven in this case. The preponderance of the evidence shows the claimant reasonably believed that he had completed his work for the day when he left work on July 8, 2012.

DECISION:

The unemployment insurance decision dated August 20, 2012, reference 02, is affirmed. The claimant is qualified to receive unemployment insurance benefits, if he is otherwise eligible.

Steven A. Wise
Administrative Law Judge

Decision Dated and Mailed

saw/css