

IOWA WORKFORCE DEVELOPMENT  
Unemployment Insurance Appeals Section  
1000 East Grand—Des Moines, Iowa 50319  
DECISION OF THE ADMINISTRATIVE LAW JUDGE  
68-0157 (7-97) – 3091078 - EI

DENNIS JOHNSON  
14244 C-16  
AKRON IA 51001

BOMGAARS SUPPLY INC  
323 WATER ST  
SIOUX CITY IA 51103

Appeal Number: 04A-UI-01105-SWT  
OC 01/04/04 R 01  
Claimant: Appellant (1)

**This Decision Shall Become Final**, unless within fifteen (15) days from the date below, you or any interested party appeal to the Employment Appeal Board by submitting either a signed letter or a signed written Notice of Appeal, directly to the **Employment Appeal Board, 4<sup>th</sup> Floor—Lucas Building, Des Moines, Iowa 50319**.

The appeal period will be extended to the next business day if the last day to appeal falls on a weekend or a legal holiday.

STATE CLEARLY

1. The name, address and social security number of the claimant.
2. A reference to the decision from which the appeal is taken.
3. That an appeal from such decision is being made and such appeal is signed.
4. The grounds upon which such appeal is based.

YOU MAY REPRESENT yourself in this appeal or you may obtain a lawyer or other interested party to do so provided there is no expense to Workforce Development. If you wish to be represented by a lawyer, you may obtain the services of either a private attorney or one whose services are paid for with public funds. It is important that you file your claim as directed, while this appeal is pending, to protect your continuing right to benefits.

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(Administrative Law Judge)

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(Decision Dated & Mailed)

Section 96.5-2-a - Discharge

STATEMENT OF THE CASE:

The claimant appealed an unemployment insurance decision dated January 28, 2004, reference 01, that concluded he was discharged for work-connected misconduct. A telephone hearing was held on February 24, 2004. The parties were properly notified about the hearing. The claimant participated in the hearing with a witness, Tim Owen. Pam Winbrinner participated in the hearing on behalf of the employer with witnesses, Roger Scholz and Chet Hoffman.

FINDINGS OF FACT:

The claimant worked full time for the employer as a sales clerk from August 27, 2001 to January 5, 2004. The claimant was hired due his farm background to work in the farm department. He helped out in other areas of the store, but never had to cashier.

On December 29, 2003, the store manager, Chet Hoffman, announced in a store meeting that the employees were going to start cross training in other areas of the store so they were able to back up other employees if necessary.

When the claimant reported to work on January 5, 2004, Hoffman informed him that he was going to learn to operate the cash register that day. The claimant refused to learn to how to run the register and was sent home. The next day, when the claimant reported to work, he asked whether he was required to run the cash register. When Hoffman said that he would have to run the register, the claimant told him that Hoffman would have to fire him because he was not going to run the register. Hoffman then discharged the claimant for failing to learn how to run the register as directed.

The claimant did not want to run the register because he was not hired to run the register, did not feel comfortable that he could learn to operate a computer-like machine, and did not believe he would be adequately trained on the cash register. The claimant did not express these objections to his supervisor.

#### 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.

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.

This definition has been accepted by the Iowa Supreme Court as accurately reflecting the intent of the legislature. Huntoon v. Iowa Department of Job Service, 275 N.W.2d 445, 448 (Iowa 1979).

The claimant's refusal to learn to operate the cash register was a willful and material breach of the duties and obligations to the employer and a substantial disregard of the standards of behavior the employer had the right to expect of the claimant. Although it was not specified as part of his duties when he was hired, there is no evidence that he was promised that he would never have to operate the cash register. The employer wanted the claimant to learn to operate the register, but the claimant would not agree to even try. Furthermore, the claimant did not express his objections to operating the cash register, but instead told his supervisor that he would have to fire him because he was not going to learn how to run the register. Work-connected misconduct as defined by the unemployment insurance law has been established in this case.

#### DECISION:

The unemployment insurance decision dated January 28, 2004, reference 01, is affirmed. The claimant is disqualified from receiving unemployment insurance benefits until he has been paid wages for insured work equal to ten times his weekly benefit amount, provided he is otherwise eligible.

saw/kjf