

**IOWA WORKFORCE DEVELOPMENT
UNEMPLOYMENT INSURANCE APPEALS**

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

DARLA M HILL
Claimant

APPEAL NO: 10A-UI-07909-ST

**ADMINISTRATIVE LAW JUDGE
DECISION**

**HUMANE SOCIETY OF NORTH
CENTRAL IOWA**
Employer

**OC: 05/02/10
Claimant: Appellant (1)**

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

STATEMENT OF THE CASE:

The claimant appealed a department decision dated May 24, 2010, reference 01, that held she was discharged for misconduct on April 30, 2010, and benefits are denied. A telephone hearing was held on July 19, 2010. The claimant elected not to participate. Laurie Hagey, Executive Director, and Stuart Cochrane, Attorney participated for the employer.

ISSUE:

Whether the claimant was discharged for misconduct in connection with employment.

FINDINGS OF FACT:

The administrative law judge having heard the testimony of the witness, and having considered the evidence in the record, finds: The claimant began employment on February 11, 2007, and last worked for the employer as a full-time animal care specialist on April 30, 2010. The claimant stole a dog from the employer that had been placed by a customer, and was discharged for it.

When the claimant was called for the hearing, she responded, I already have a job and hung up.

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 the employer has established that the claimant was discharged for misconduct in connection with employment on April 30, 2010, for theft of a dog.

The claimant knew the employer adoption policy, and violated that policy by stealing a dog that had been placed by a customer that constitutes job disqualifying misconduct.

DECISION:

The department decision dated May 24, 2010, reference 01, is affirmed. The claimant was discharged for misconduct on April 30, 2010. Benefits are denied until the claimant requalifies by working in and being paid wages for insured work equal to ten times her weekly benefit amount, provided the claimant is otherwise eligible.

Randy L. Stephenson
Administrative Law Judge

Decision Dated and Mailed

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