

**IOWA WORKFORCE DEVELOPMENT
UNEMPLOYMENT INSURANCE APPEALS**

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

DARREN J LEDBETTER
Claimant

APPEAL NO. 09A-UI-10913-S

**ADMINISTRATIVE LAW JUDGE
DECISION**

WW GRAINGER INC
Employer

**Original Claim: 06/21/09
Claimant: Appellant (1)**

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

STATEMENT OF THE CASE:

The claimant appealed a department representative's decision dated July 23, 2009, reference 01, that held the claimant was discharged for misconduct on June 25, 2009. A hearing was held on August 17, 2009, in Des Moines, Iowa. The claimant participated. Bruce Krejci, District Sales Manager, and Timothy Peet, Branch Manager, participated for the employer. Employer Exhibits One and Two were received as evidence.

ISSUE:

The issue is whether the claimant was discharged for misconduct.

FINDINGS OF FACT:

The administrative law judge, having heard the testimony of the witnesses and having considered the evidence in the record, finds that: The claimant worked for the employer as a full-time account manager from February 21, 1996 to June 24, 2009. The claimant was discharged on June 25, 2009 for violation of the employer's Business Conduct Guidelines (policy).

The claimant contacted King's Maintenance to install residential air conditioning. The claimant requested an employer quotation for ten air conditioning units for King's on June 18, 2009, and he used his personal credit card to purchase one unit for an approximate \$150 discount (cost of \$884.40 versus purchase price of \$738.41). The branch manager questioned the transaction due to the employee use of a credit card to make the purchase, and the matter was submitted to Manager Krejci for review.

The employer determined the claimant violated its business conduct guideline policy by obtaining a dishonest employee discount for purchase of the air conditioning unit, and the claimant was discharged from employment.

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 that the employer established misconduct in the discharge of the claimant on June 25, 2009, for employee dishonesty and violation of its business conduct policy.

Employee honesty is a standard of behavior the employer has a right to expect. The claimant either knew or should have known that using a customer account and obtaining a discount he was not entitled to receive for personal gain was misconduct.

DECISION:

The decision of the representative dated July 23, 2009, reference 01, is affirmed. The claimant was discharged for misconduct in connection with employment on June 25, 2009. Benefits are denied until the claimant requalifies by working in and being paid wages for insured work equal to ten times his weekly benefit amount, provided the claimant is otherwise eligible.

Randy L. Stephenson
Administrative Law Judge

Decision Dated and Mailed

rls/kjw