

**IOWA WORKFORCE DEVELOPMENT
UNEMPLOYMENT INSURANCE APPEALS**

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

JULIE A HUTCHESON

Claimant

APPEAL NO: 06A-UI-10690-DWT

**ADMINISTRATIVE LAW JUDGE
DECISION**

APAC CUSTOMER SERVICES OF IOWA

Employer

**OC: 10/01/06 R: 04
Claimant: Respondent (2)**

Section 96.5-2-a – Discharge
Section 96.3-7 – Recovery of Overpayment of Benefits

STATEMENT OF THE CASE:

APAC Customer Services of Iowa LLC (employer) appealed a representative's October 23, 2006 decision (reference 01) that concluded Julie A. Hutcheson (claimant) was qualified to receive unemployment insurance benefits, and the employer's account was subject to charge because the claimant had been discharged for nondisqualifying reasons. After hearing notices were mailed to the parties' last-known addresses of record, a telephone hearing was held on November 20, 2006. The claimant participated in the hearing. Turkessa Hill and Angie Johnson, the operations manager, appeared on the employer's behalf. Based on the evidence, the arguments of the parties, and the law, the administrative law judge enters the following findings of fact, reasoning and conclusions of law, and decision.

ISSUES:

Did the employer discharge the claimant for reasons constituting work-connected misconduct?

Has the claimant been overpaid any unemployment insurance benefits?

FINDINGS OF FACT:

The claimant started working for the employer on September 23, 2002. The claimant worked as a full time customer service representative. The claimant's most recent supervisor was L. Metcalf.

When processing a customer's request to transfer credit card balances from one card to another, the employer requires the customer to remain on the line until the computer system accepts the inputted information. Once the information has been accepted, the customer can then be released and a customer service representative can record the transaction as a sale.

On September 22, the claimant worked on Citibank accounts. The claimant inputted a customer's account and the amount the customer wanted transferred to another account. The claimant submitted the information and released the customer from the call. After the customer hung up, the claimant received an error message on the computer. The claimant asked for

assistance from the team leader on duty. The claimant's team leader was not at work so another team leader was assigned more than one team that afternoon. The team leader on duty did not immediately address the claimant's questions or resolve the issue the claimant had with this customer. When the claimant did not receive immediate assistance she requested paper and pen. The claimant used the paper and pen to write down the information that had not been successfully transmitted. The claimant knew the employer's policy did not all allow employees to write down any account numbers.

The claimant reentered the information without the customer on the line. By the time the team leader on duty came to help the claimant, the claimant no longer had an error message on her computer. The employer's monitoring system discovered the claimant's actions concerning this transaction. Although the claimant knew and understood the employer did not allow employees to input the information again without the customer on line, she did this because she did not want to get written up for not taking enough calls when she had to wait over five minutes for the team leader to help her resolve this issue, she wanted to put the transaction through for the customer and the claimant wanted credit for the sale.

In accordance with the employer's procedure, the claimant should have done nothing until the supervisor or team leader came to her work station. The team leader would then capture the relevant information from the claimant's computer and someone would have contacted the customer to verify information that needed to be recorded for the transaction.

When the employer talked to the claimant about this incident on September 29, the claimant initially denied doing anything like this. The employer did not know what to believe because the claimant gave varying versions of what she had done. Even though the claimant's job was not in jeopardy and she had not had any recent problems of a similar nature, the employer discharged the claimant on October 4, 2006. The employer notified Citibank about this incident and Citibank no longer wanted the claimant working on its account because she had not followed the established procedures.

The claimant established a claim for unemployment insurance benefits during the week of October 1, 2006. The claimant filed claims for the weeks ending October 7 through 28, 2006. The claimant received a total of \$405.00 in benefits for these weeks.

REASONING AND CONCLUSIONS OF LAW:

A claimant is not qualified to receive unemployment insurance benefits if an employer discharges her for reasons constituting work-connected misconduct. Iowa Code section 96.5-2-a. The employer has the burden to prove the claimant was discharged for work-connected misconduct as defined by the unemployment insurance law. Cosper v. Iowa Department of Job Service, 321 N.W.2d 6 (Iowa 1982). The propriety of a discharge is not at issue in an unemployment insurance case. An employer may be justified in discharging an employee, but the employee's conduct may not amount to misconduct precluding the payment of unemployment compensation. The law limits disqualifying misconduct to willful wrongdoing or repeated carelessness or negligence that equals willful misconduct in culpability. Lee v Employment Appeal Board, 616 N.W.2d 661, 665 (Iowa 2000).

For unemployment insurance purposes, misconduct amounts to a deliberate act and a material breach of the duties and obligations arising out of a worker's contract of employment. Misconduct is a deliberate violation or disregard of the standard of behavior the employer has a right to expect from employees or is an intentional and substantial disregard of the employer's interests or of the employee's duties and obligations to the employer. Inefficiency,

unsatisfactory conduct, unsatisfactory performance due to inability or incapacity, inadvertence or ordinary negligence in isolated incidents, or good faith errors in judgment or discretion are not deemed to constitute work-connected misconduct. 871 IAC 24.32(1)(a).

Even though the claimant's job was not in jeopardy prior to September 22, she knew the employer did not allow employees to write down account information or input information into the computer without the customer on the line to verify the inputted information. The claimant even knew or should have known the procedure the employer followed when a computer error message occurred and the customer was not on the line. On September 22, the claimant decided to bypass the employer's safety procedures because the team leader did not immediately answer her call for assistance and the claimant did not want to get written up for not taking enough calls. The employer has safety procedures in place for a reason, especially when the employer deals with credit card accounts. The claimant's decision to bypass the employer's procedures for this account amounts to an intentional and substantial disregard of the employer's interests. The claimant committed work-connected misconduct. As of October 1, 2006, the claimant is not qualified to receive unemployment insurance benefits.

If an individual receives benefits she is not legally entitled to receive, the Department shall recover the benefits even if the individual acted in good faith and is not at fault in receiving the overpayment. Iowa Code section 96.3-7. The claimant is not eligible to receive benefits for the weeks ending October 7 through 28, 2006. The claimant has been overpaid \$405.00 in benefits she received for these weeks.

DECISION:

The representative's October 23, 2006 decision (reference 01) is reversed. The employer discharged the claimant for reasons that constitute work-connected misconduct. The claimant is disqualified from receiving unemployment insurance benefits as of October 1, 2006. This disqualification continues until she has been paid ten times her weekly benefit amount for insured work, provided she is otherwise eligible. The employer's account will not be charged. The claimant is not legally entitled to receive benefits for the weeks ending October 7 through 28, 2006. The claimant has been overpaid and must repay a total of \$405.00 in benefits she received for these weeks.

Debra L. Wise
Administrative Law Judge

Decision Dated and Mailed

dlw/pjs