

**IOWA WORKFORCE DEVELOPMENT
UNEMPLOYMENT INSURANCE APPEALS**

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

RANAE VAN ROEKEL
Claimant

APPEAL NO: 14A-UI-02481-ET

**ADMINISTRATIVE LAW JUDGE
DECISION**

STAPLES CONTRACT AND COMMERCIAL
Employer

OC: 01/19/14
Claimant: Appellant (1)

Section 96.5-2-a – Discharge/Misconduct

STATEMENT OF THE CASE:

The claimant filed a timely appeal from the February 25, 2014, reference 01, decision that denied benefits. After due notice was issued, a hearing was held by telephone conference call before Administrative Law Judge Julie Elder on March 27, 2014 and continued on April 1, 2014. The claimant participated in the hearing with Attorney Jared Weber. Matt Gaul, Human Resources Manager; Pam List, Special Order Manager; and Tom Kuiper, Employer Representative, participated in the hearing on behalf of the employer. Employer's Exhibit One and Claimant's Exhibits A and B were admitted into evidence.

ISSUE:

The issue is whether the employer discharged the claimant for work-connected misconduct.

FINDINGS OF FACT:

Having reviewed all of the evidence in the record, the administrative law judge finds: The claimant was employed as a full-time special orders associate account representative for Staples Contract and Commercial from August 15, 2012 to January 24, 2014. She was discharged for dishonesty.

The claimant was working on an order January 13, 2014, and entered an incorrect shipping address. She used the client's Texas street address but used Orange City, Iowa, as the city. On January 14, 2014, the customer increased the order and another email was sent to the employer from the vendor containing the same incorrect address. The order was scheduled to ship January 15, 2014 with a delivery date of January 17, 2014. The product arrived in a UPS hub the morning of January 17, 2014, and UPS contacted the claimant to notify her it needed a new address because the address she provided did not exist in Charles City. The claimant contacted UPS at 9:24 a.m. and requested it reroute the shipment to Texas, gave the correct address and then notified the client the order would not arrive on time but assured the client the product would be there by Monday, January 20, 2014, before the client's scheduled event. At 10:26 a.m. the claimant sent an email to the sales representative on the account and stated the shipment had been delayed due to a weather delay in transport, it would deliver on Monday, she had spoken to the client, and everything was fine because the client's event was scheduled for

Wednesday, January 22, 2014 (Employer's Exhibit One). On January 20, 2014, the product did not arrive at the client's location because UPS had been delayed by weather at one of its hubs on that date. The claimant left early that day and the client called the sales representative to ask where its product was and the sales representative checked into the situation and asked around and then discovered that while the second delay was due to weather, the first one was not. On January 21, 2014, Special Order Manager Pam List began an investigation and interviewed the sales representative before meeting with the claimant to confirm the time line and her January 17, 2014, email. Ms. List asked the claimant what she told the sales representative was the reason for the first delay and the claimant indicated she said it was due to weather. Ms. List pointed out that the reason the order did not deliver Friday, January 24, 2014, was not due to weather and asked the claimant why she said it was and the claimant stated she did not know. During the afternoon of January 21, 2014, Ms. List took her findings to human resources for review. On January 22, 2014, the claimant, Ms. List and Human Resources Manager Paul Gaul met to discuss the situation and the claimant was again asked why she told the sales representative the January 17, 2014, delay was due to weather and the claimant stated she did not know. The employer suspended her employment at that time. The employer knew there was not issue with weather January 17, 2014, because there was no time stamp from UPS stating the shipment was delayed due to weather. The employer generally follows a progressive disciplinary policy and had she been forthcoming regarding the error she made with the address she would have faced counseling. Under the employer's policy, however, dishonesty is considered so serious as to result in immediate termination. On January 23, 2014, the employer notified the claimant by telephone that her employment was terminated due to dishonesty.

REASONING AND CONCLUSIONS OF LAW:

For the reasons that follow, the administrative law judge concludes the claimant was discharged from employment due to job-related misconduct.

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 claimant was placed on this new, high-profile, important account, and was instructed to bring anything out of the ordinary to Ms. List's attention. Instead, the claimant made an error on the client's address, which caused a delay, but the client was still going to receive its product a few days before its event. Rather than tell Ms. List or the sales representative she made a mistake, the claimant told the sales representative and the client the delay was due to weather, which was not true, instead of telling them she made an error on the address. The situation was compounded when weather actually did delay the shipment the following Monday, January 20, 2014. The employer asked the claimant why she stated the product was late due to weather on two occasions and the claimant responded she did not know each time. If the claimant had been forthcoming and indicated she made an error on the address of the order instead of blaming it on non-existent weather conditions January 17, 2014, she would have received a second counseling disciplinary action but would not have faced termination. Her failure to be honest with the employer caused the separation.

Under these circumstances, the administrative law judge concludes the claimant's conduct demonstrated a willful disregard of the standards of behavior the employer has the right to expect of employees and shows an intentional and substantial disregard of the employer's interests and the employee's duties and obligations to the employer. The employer has met its burden of proving disqualifying job misconduct. Cosper v. IDJS, 321 N.W.2d 6 (Iowa 1982). Therefore, benefits must be denied.

DECISION:

The February 25, 2014, reference 01, decision is affirmed. The claimant was discharged from employment due to job-related misconduct. Benefits are withheld until such time as she has worked in and been paid wages for insured work equal to ten times her weekly benefit amount, provided she is otherwise eligible.

Julie Elder
Administrative Law Judge

Decision Dated and Mailed

je/css