

**IOWA WORKFORCE DEVELOPMENT  
UNEMPLOYMENT INSURANCE APPEALS**

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

**APRIL M PETERSON**  
Claimant

**APPEAL NO. 08A-UI-00900-SWT**

**ADMINISTRATIVE LAW JUDGE  
DECISION**

**THE EASTER SEAL SOCIETY OF IA INC**  
Employer

**OC: 01/06/08 R: 02  
Claimant: Respondent (2)**

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

**STATEMENT OF THE CASE:**

The employer appealed an unemployment insurance decision dated January 23, 2008, reference 01, that concluded the claimant's discharge was not for work-connected misconduct. A telephone hearing was held on February 11, 2008. The parties were properly notified about the hearing. The claimant participated in the hearing. Sara Hardy participated in the hearing on behalf of the employer with a witness, Bobette Willis.

**ISSUE:**

Was the claimant discharged for work-connected misconduct?

Was the claimant overpaid unemployment insurance benefits?

**FINDINGS OF FACT:**

The claimant worked for the employer as a respite provider from March 18, 2004, to January 4, 2008. She started part time but worked full time starting July 24, 2006. The claimant was informed and understood that one of her job duties was to promptly enter documentation of the services provided to each client into a database. This information was needed for the employer to obtain reimbursement for the services provided. Employees were required to enter information in the database within three days of providing services.

The claimant got behind on entering the client-service information. She received a verbal warning on October 16, 2007, because her documentation was not up-to-date for July, August, and September. She was given until October 22, to enter the missing notes.

On October 26, 2007, the claimant received a written warning and was placed on probation because she had failed to complete the documentation required by October 22. She was informed that she had until December 15 to get her documentation current. The claimant had the ability to get her documentation current but when the documentation was reviewed in late December, she still had not completed documentation going back to July. The claimant had the ability to complete her documentation by the deadline but failed to do so.

The employer discharged the claimant on January 4, 2008, for failing to complete her required documentation in the timely fashion.

The claimant filed for and received a total of \$284.00 in unemployment insurance benefits for the week ending January 12, 2008.

**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.

The claimant's conduct 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. She had the ability to have her documentation current, which the employer needed to receive reimbursement, but failed to complete her assigned work. Work-connected misconduct as defined by the unemployment insurance law has been established in this case.

The next issue in this case is whether the claimant was overpaid unemployment insurance benefits.

Iowa Code section 96.3-7 provides:

7. Recovery of overpayment of benefits. If an individual receives benefits for which the individual is subsequently determined to be ineligible, even though the individual acts in good faith and is not otherwise at fault, the benefits shall be recovered. The department in its discretion may recover the overpayment of benefits either by having a sum equal to the overpayment deducted from any future benefits payable to the individual or by having the individual pay to the department a sum equal to the overpayment.

As a result of this decision, the claimant is disqualified from receiving unemployment insurance benefits and was overpaid \$284.00 in benefits for the week ending January 12, 2008. It is recognized that the claimant was already held overpaid for that same week due to vacation pay. My decision does not impose an additional overpayment.

**DECISION:**

The unemployment insurance decision dated January 23, 2008, reference 01, is reversed. The claimant is disqualified from receiving unemployment insurance benefits until she has been paid wages for insured work equal to ten times her weekly benefit amount, provided she is otherwise eligible. The claimant was overpaid \$284.00 in unemployment insurance benefits, which must be repaid.

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Steven A. Wise  
Administrative Law Judge

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Decision Dated and Mailed

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