

**IOWA WORKFORCE DEVELOPMENT
UNEMPLOYMENT INSURANCE APPEALS BUREAU**

JATIKA L WILLIAMS
Claimant

APPEAL 16A-UI-07699-DL-T

**ADMINISTRATIVE LAW JUDGE
DECISION**

AREA RESIDENTIAL CARE INC
Employer

**OC: 06/19/16
Claimant: Respondent (4)**

Iowa Code § 96.5(2)a – Discharge for Misconduct

STATEMENT OF THE CASE:

The employer filed an appeal from the July 6, 2016, (reference 01) unemployment insurance decision that allowed benefits based upon a discharge from employment. The parties were properly notified about the hearing. A telephone hearing was held on August 1, 2016. Claimant did not respond to the hearing notice instruction and did not participate. Employer participated through human resources generalist Christina Johanns and associate executive director Susan Freeman.

ISSUE:

Was the claimant discharged for disqualifying job-related misconduct?

FINDINGS OF FACT:

Having reviewed all of the evidence in the record, the administrative law judge finds: Claimant was employed full-time as a instructor and was separated from employment on June 20, 2016, and was reinstated on June 23 and was paid for the time missed after the employer determined that it had erroneously believed she had falsified a release. Claimant has not claimed or received benefits.

REASONING AND CONCLUSIONS OF LAW:

For the reasons that follow, the administrative law judge concludes claimant was discharged from employment for no disqualifying reason.

Iowa Code § 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.

Iowa Admin. Code r. 871-24.32(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.

This definition has been accepted by the Iowa Supreme Court as accurately reflecting the intent of the legislature. *Huntoon v. Iowa Dep't of Job Serv.*, 275 N.W.2d 445, 448 (Iowa 1979).

The employer has acknowledged the claimant was not discharged for an act of misconduct and, accordingly, was reinstated with pay. While no disqualification applies, the claimant would not be considered to be either partially or fully unemployed for the period in question had she claimed benefits. See, Iowa Code § 96.19(38).

DECISION:

The July 6, 2016, (reference 01) unemployment insurance decision is modified in favor of the appellant. Claimant was discharged from employment for no disqualifying reason, but is not considered unemployed as she was reinstated with pay. Because no benefits were claimed or paid there is no related overpayment. Thus the qualification and chargeability issues are moot.

Dévon M. Lewis
Administrative Law Judge

Decision Dated and Mailed

dml/pjs