

**IOWA WORKFORCE DEVELOPMENT  
UNEMPLOYMENT INSURANCE APPEALS**

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

**MAUREEN D OECHSLIN**  
Claimant

**APPEAL NO. 08O-UI-03710-HT**

**ADMINISTRATIVE LAW JUDGE  
DECISION**

**ROC MANAGEMENT & ASSOCIATES**  
Employer

**OC: 01/20/08 R: 01  
Claimant: Appellant (2)**

Section 96.5(2)a – Discharge

**STATEMENT OF THE CASE:**

The claimant, Maureen Oechslin, filed an appeal from a decision dated February 13, 2008, reference 01. The decision disqualified her from receiving unemployment benefits. After due notice was issued a hearing was held by telephone conference call on May 27, 2008. The claimant participated on her own behalf. The employer, Roc Management, participated by Accounts Payable Representative Becky DuBois, Owner Brad Price and Human Resources Director Carol Van Arnam. Exhibit One was admitted into the record.

**ISSUE:**

The issue is whether the claimant was discharged for misconduct sufficient to warrant a denial of unemployment benefits.

**FINDINGS OF FACT:**

Maureen Oechslin was employed by ROC Management from July 16, 1996 until December 20, 2007, as a full-time executive assistant. In February 2007, another employee was separated from the company and the claimant was assigned the majority of her shipping and receiving duties. Human Resources Director Carol Van Arnam picked up the responsibility for shipping out payroll, but otherwise all the other shipping duties fell to Ms. Oechslin.

In August 2007 an employee was awarded a trip to Las Vegas. The claimant was to make the travel arrangements. However, the award winner did not specify the exact travel times he wanted until September. By that time most of the summer “bargain” air fares had expired. Ms. Oechslin also had to wait until the man specified the dates he had show tickets in order to work the travel times around those dates.

As a result the final travel arrangements were not made until October 15, 2007, the date before the man was to leave. This cost the company approximately \$1,211.57 more in airfare and other travel expenses as a result of the late booking. Owner Brad Price intended to discharge the claimant on October 17, 2007, and notified the claimant of this. After discussion he rescinded his decision but notified her she would be discharged if there were any further incidents.

On December 15, 2007, Mr. Price was using his credit card to book a personal trip and found the card was denied. A call to the office on Monday, December 17, 2007, revealed that Accounts Receivable Representative Becky DuBois had not received the credit card statement from Ms. Oechslin in order to pay it. As a result there were finance charges and late charges totally nearly \$200.00.

Ms. Oechslin customarily opened the credit card statement because it was addressed to Mr. Price personally, and she would then forward it to Ms. DuBois for payment. She had no specific recollection of having received the statement for the period in question because of the excess work imposed on her when she assumed the shipping duties. She was discharged by Mr. Price on December 20, 2007. The credit card statement was subsequently found in her work area.

### **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 final warning was given to the claimant because of the excessive costs incurred when she booked the travel arrangements the date before the award-winner was to leave. However, she has provided adequate explanation for the late booking being due to other factors than negligence or lack of attention on her part.

The claimant does not deny the credit card statement may have been received and not forwarded to Ms. DuBois for payment. However, the record is undisputed she had had substantial additional duties imposed on her since the separation of the shipping clerk, with no additional help to perform these duties.

The issue is whether this final incident rises to the level of substantial, job-related misconduct. Misconduct serious enough to warrant discharge is not necessarily serious enough to warrant a denial of job insurance benefits. Newman v. IDJS, 351 N.W.2d 806 (Iowa App. 1984). This appears to be a one-time error in judgment and the result of additional duties being imposed on her since the separation of the shipping clerk. It was not deliberate misconduct or negligence to such a degree as to constitute misconduct. Disqualification may not be imposed.

**DECISION:**

The representative's decision of February 13, 2008, reference 01, is reversed. Maureen Oechslin is qualified for benefits, provided she is otherwise eligible.

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Bonny G. Hendricksmeier  
Administrative Law Judge

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Decision Dated and Mailed

bgh/css