

**IOWA WORKFORCE DEVELOPMENT  
UNEMPLOYMENT INSURANCE APPEALS BUREAU**

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**CIERRA CASON**  
Claimant

**APPEAL 17A-UI-06493-CL-T**

**ADMINISTRATIVE LAW JUDGE  
DECISION**

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

**OC: 06/04/17**  
**Claimant: Respondent (1)**

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Iowa Code § 96.5(2)a – Discharge for Misconduct  
Iowa Code § 96.3(7) – Recovery of Benefit Overpayment  
Iowa Admin. Code r. 871-24.10 – Employer/Representative Participation Fact-finding Interview

**STATEMENT OF THE CASE:**

The employer filed an appeal from the June 23, 2017, (reference 01) unemployment insurance decision that allowed benefits. The parties were properly notified about the hearing. A telephone hearing was held on July 14, 2017. Claimant participated. Employer participated through case management director Katie Peck. Human resource generalist Sara Hardy observed. Employer's Exhibit 1 was received.

**ISSUES:**

Was the claimant discharged for disqualifying job-related misconduct?  
Has the claimant been overpaid unemployment insurance benefits, and if so, can the repayment of those benefits to the agency be waived?  
Can charges to the employer's account be waived?

**FINDINGS OF FACT:**

Having reviewed all of the evidence in the record, the administrative law judge finds: Claimant began working for employer on February 22, 2016. Claimant last worked as a full-time case manager. Claimant was separated from employment on May 31, 2017, when she was terminated.

Employer has a policy that requires case managers to complete narratives within three business days of providing services. Employer also requires case managers to complete annual plans by specific deadlines. Employer also had many other care-related deadlines that made it possible to meet Medicaid and state requirements, as well as provide optimal care to clients. Claimant was aware of the requirements.

Throughout claimant's employment, she was unable to meet employer's care-related deadlines. Employer counseled claimant on numerous occasions and provided her with support. Employer gave claimant written warnings on December 2, 2016, and April 25, 2017. Despite her best efforts, claimant was never able to meet employer's expectations for a sustained period of time.

On May 31, 2017, it became clear to employer that claimant was unable to meet the requirements of the job and terminated claimant's employment.

**REASONING AND CONCLUSIONS OF LAW:**

For the reasons that follow, the administrative law judge concludes the claimant was discharged 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).

In this case, claimant was terminated because she was unable to competently perform the duties of the job. Claimant's conduct was not intentional. Failure in job performance due to inability or incapacity is not considered misconduct because the actions were not volitional. *Huntoon v. Iowa Dep't of Job Serv.*, 275 N.W.2d 445, 448 (Iowa 1979). Therefore, employer has failed to establish claimant was terminated for job-related misconduct.

Because claimant is qualified to receive benefits, the issues regarding overpayment are moot and will not be discussed further in this decision.

**DECISION:**

The June 23, 2017, (reference 01) unemployment insurance decision is affirmed. Claimant was separated for no disqualifying reason. Claimant is eligible to receive unemployment insurance benefits, provided claimant meets all other eligibility requirements.

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Christine A. Louis  
Administrative Law Judge  
Unemployment Insurance Appeals Bureau  
1000 East Grand Avenue  
Des Moines, Iowa 50319-0209  
Fax (515)478-3528

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Decision Dated and Mailed

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