

**IOWA WORKFORCE DEVELOPMENT  
UNEMPLOYMENT INSURANCE APPEALS**

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

**ANGELA C WILLIAMS**

Claimant

**APPEAL NO. 12A-UI-10184-NT**

**ADMINISTRATIVE LAW JUDGE  
DECISION**

**INTERSTATE POWER & LIGHT COMPANY**

Employer

**OC: 07/29/12**

**Claimant: Appellant (1)**

Section 96.5-2-a – Discharge

**STATEMENT OF THE CASE:**

Claimant filed a timely appeal from a representative's decision dated August 17, 2012, reference 01, which denied unemployment insurance benefits. After due notice was provided, a telephone hearing was held on September 19, 2012. Claimant participated. The employer participated by Ms. Danielle Smid, In-house Counsel, and witness, Cynthia Armstrong, Call Center Supervisor. Employer's Exhibits One, Two, Three, Four and Five were received into evidence.

**ISSUE:**

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

**FINDINGS OF FACT:**

Having considered all of the evidence in the record, the administrative law judge finds: Angela Williams was employed by Interstate Power & Light Company from March 2, 2009 until July 27, 2012 when she was discharged from employment. Ms. Williams held the position of full-time call center representative and was paid by the hour. Her immediate supervisor was Cynthia Armstrong.

A decision was made to terminate Ms. Williams from her position of call center representative after Ms. Williams failed to follow company procedure regarding confidentiality and identification authorization on three separate calls that took place between May 15, 2012 and July 25, 2012.

Ms. Williams received training from the company regarding confidentiality and authorization procedures and the claimant was reminded of the company policy and its requirements during a verbal meeting on or about May 15, 2012 and also when the claimant was issued a written warning on July 3, 2012 for violation of the confidential information policy that took place on July 2, 2012.

A decision was made to terminate the claimant after a random monitoring of calls determined that Ms. Williams had not required a caller to acknowledge a social security account number or other identifying information before placing a person on the account that was in the name of another individual. Ms. Williams had also provided confidential information on the account assuming that the caller was a relative of the person whose name the account was in. Because the claimant had been previously warned and the company had emphasized the importance of the confidentiality issues and the requirement that callers provide identifying information, a decision was made to terminate Ms. Williams from her employment.

It is the claimant's position that she believed that she had secured sufficient information from the caller during the July 25 call to verify that the caller was authorized to obtain information and make changes to the account billing. It is claimant's further position that she feels that she was insufficiently warned and not given sufficient opportunity to review company policies before being discharged.

### **REASONING AND CONCLUSIONS OF LAW:**

The question before the administrative law judge is whether the evidence in the record establishes misconduct sufficient to warrant the denial of unemployment insurance benefits. It does.

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 employer has the burden of proof in this matter. See Iowa Code section 96.6(2). Misconduct must be substantial in order to justify a denial of unemployment insurance benefits. The focus is on deliberate, intentional or culpable acts by the employee. See Gimbel v. Employment Appeal Board, 489 N.W.2d 36, 39 (Iowa Ct. of Appeals 1992).

In the case at hand the evidence establishes that Ms. Williams had been given initial training and the company's policies regarding confidentiality and the identification of callers were covered in orientation. When the claimant made an error in confidentiality on a call that took place on or about May 15, 2012, the call center supervisor personally spoke with Ms. Williams reminding the claimant of her work obligations. On July 3, the claimant was issued a written warning when she again provided confidential information to a person who had called that was related to the account holder without the permission of the account holder. At that time the call center supervisor again emphasized the importance of following the confidentiality and rules requiring identifying callers and their authorization to obtain information or make changes on an account.

The final incident that caused the claimant's discharge took place when Ms. Williams assumed that a caller was the "wife" of an account holder and provided confidential information and allowed the caller to make changes to the account billing without specifically verifying the relationship of the parties or that the account holder was agreeable to the release of information or change in account billing.

The administrative law judge concludes based upon the evidence in the record that the claimant knew or should have known the confidentiality and identification requirements of the company and knew or should have known that these requirements be followed on each call in order to protect the claimant's employment and to protect the employer from potential liability. The administrative law judge concludes that the claimant did receive sufficient information from the company and was sufficiently warned prior to being discharged. Unemployment insurance benefits are withheld until the claimant has worked in and been paid wages for insured work equal to ten times her weekly benefit amount and is otherwise eligible.

#### **DECISION:**

The representative's decision dated August 17, 2012, reference 01, is affirmed. Claimant is disqualified. Unemployment insurance benefits are withheld until the claimant has worked in and been paid wages for insured work equal to ten times her weekly benefit amount and is otherwise eligible.

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Terence P. Nice  
Administrative Law Judge

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Decision Dated and Mailed

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