

**IOWA WORKFORCE DEVELOPMENT  
UNEMPLOYMENT INSURANCE APPEALS**

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

**DELORA L LLOYD**  
Claimant

**APPEAL NO. 08A-UI-06619-NT**

**ADMINISTRATIVE LAW JUDGE  
DECISION**

**ACCESS DIRECT TELEMARKETING INC**  
Employer

**OC: 06/15/08 R: 03**  
**Claimant: Appellant (1)**

Section 96.5-2-a – Discharge for Misconduct

**STATEMENT OF THE CASE:**

Delora Lloyd filed an appeal from a representative's decision dated July 11, 2008, reference 01, which denied benefits based upon her separation from Access Direct Telemarketing, Inc. After due notice was issued, a telephone hearing was conducted on August 5, 2008. Ms. Lloyd participated personally. The employer participated by Jennifer Coe, Hearing Representative and witnesses, Ken Leffler, Operations Manager and Stephanie Riffey. Exhibits One, Two and Three were received into evidence.

**ISSUE:**

At issue in this matter is whether the claimant was discharged for misconduct in connection with her work.

**FINDINGS OF FACT:**

The administrative law judge having considered all the evidence in the record, finds: The claimant worked for this employer from June 11, 2007 until June 11, 2008 when she was discharged from further employment for creating an e-mail address for a client that was not the client's true e-mail account address in violation of company policy. Ms. Lloyd was aware of the policy that required certain sales programs to be provided only to individuals who had a current e-mail address. Ms. Lloyd was aware that it was a violation of company policy to create an e-mail address for a client that did not possess one. A review of the matter by the company's quality assurance department verified that the telephone customer did not have an e-mail account as required by the sales program that the claimant was assigned to. The claimant had been warned in the past about failure to follow company policies and procedures.

**REASONING AND CONCLUSIONS OF LAW:**

The question is whether the evidence in the record establishes that Ms. Lloyd was discharged for misconduct in connection with the employment. It does.

The evidence establishes the claimant was aware of the company policy that required certain sales programs to be provided to only individuals who already possessed an e-mail address. The claimant was aware of the company policy and had been warned for violation of company policy in the past.

The claimant was discharged after it was determined that she had created an e-mail account for a caller who did not possess one in violation of company policy. The claimant's action jeopardized the contract between the employer and its client, therefore, a decision was made to terminate Ms. Lloyd from her employment.

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.

For the reasons stated herein the administrative law judge concludes that the employer has sustained its burden of proof in establishing that the claimant was discharged for misconduct. Unemployment insurance benefits are withheld.

#### **DECISION:**

The representative's decision dated July 11, 2008, reference 01, is hereby affirmed. The claimant was discharged under disqualifying conditions. Unemployment insurance benefits are

withheld until the claimant has worked in and been paid wages for insured work equal to ten times claimant's weekly benefit amount, providing that she 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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