

**IOWA WORKFORCE DEVELOPMENT  
UNEMPLOYMENT INSURANCE APPEALS**

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

**KAREN J KINNEY**  
Claimant

**APPEAL NO. 09A-UI-10869-DW**

**ADMINISTRATIVE LAW JUDGE  
DECISION**

**GEN PARTNER MOTEL 6 GP INC**  
Employer

**Original Claim: 03/15/09  
Claimant: Appellant (1/R)**

Section 96.5-2-a - Discharge

**STATEMENT OF THE CASE:**

Karen J. Kinney (claimant) appealed a representative's July 21, 2009 decision (reference 02) that concluded she was not qualified to receive benefits, and the account to Motel 6 (employer) would not be charged because she had been discharged for disqualifying reasons. After hearing notices were mailed to the parties' last-known addresses of record, an in-person hearing was held in Des Moines on August 25, 2009. The claimant participated in the hearing. Dan Keinz, the general manager; Amy Warden, the manager on duty; and Myra Foote, the head housekeeper, appeared on the employer's behalf. During the hearing, Employer Exhibit One was offered and admitted as evidence. Based on the evidence, the arguments of the parties, and the law, the administrative law judge enters the following findings of fact, reasoning and conclusions of law, and decision.

**ISSUE:**

Did the employer discharge the claimant for work-connected misconduct?

**FINDINGS OF FACT:**

The claimant started working for employer on July 22, 2008. The claimant worked as a part-time housekeeper. Foote, the head housekeeper, supervised the claimant.

On June 22, the claimant had initially been assigned 20 rooms to clean that day. She reported to work at 1:05 p.m. It was very hot on June 22 and the employer did not have enough clean linen to change the beds when the claimant started cleaning rooms. Since it was very hot, around 4:00 p.m., Warden told the claimant and another housekeeper they did not have to clean all the earlier assigned rooms. For the claimant, this meant she could leave six rooms dirty. Warden told her which 14 rooms she had to complete before she could leave work. Warden warned both employees that if they left before they finished the rooms she told them had to be cleaned, they would probably be discharged.

The keys housekeepers use to get into a room do not work after 5:00 p.m. When the claimant went to make the bed in a room just before 5:00 p.m., her key did not work. Foote's keys did not work either. Employees know the front desk clerk can make keys so they can get into a

room after 5:00 p.m. Foote understood the claimant did not want to stay past 5:00 p.m., because she had previous plans. After the claimant could not get into the rest of the six rooms that she had not finished, she indicated she was leaving. Foote did not remind her that she needed to clean certain rooms before she left work. Since the claimant already told Foote she was leaving, Foote helped the claimant clear off her cart and strap it down.

Although Warden had left for a short time, she returned shortly after the claimant left. When she returned she noted the rooms the claimant had and had not yet cleaned. Although she told the claimant she could leave six rooms dirty, the claimant actually left an additional 12 rooms that she had not cleaned or completely cleaned. When the claimant left at 5:09, she only had eight rooms completely cleaned. (Employer Exhibit One.)

When the claimant reported to work on June 23, the employer discharged her for abandoning her job the day before. The employer ended the claimant's employment because she left before she completed the work the employer assigned her to do.

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

A claimant is not qualified to receive unemployment insurance benefits if the employer discharges her for reasons constituting work-connected misconduct. Iowa Code § 96.5-2-a. The employer has the burden to prove the claimant was discharged for work-connected misconduct as defined by the unemployment insurance law. *Cosper v. Iowa Department of Job Service*, 321 N.W.2d 6 (Iowa 1982). The propriety of a discharge is not at issue in an unemployment insurance case. An employer may be justified in discharging an employee, but the employee's conduct may not amount to misconduct precluding the payment of unemployment compensation. The law limits disqualifying misconduct to willful wrongdoing or repeated carelessness or negligence that equals willful misconduct in culpability. *Lee v. Employment Appeal Board*, 616 N.W.2d 661, 665 (Iowa 2000).

For unemployment insurance purposes, misconduct amounts to a deliberate act and a material breach of the duties and obligations arising out of a worker's contract of employment. Misconduct is a deliberate violation or disregard of the standard of behavior the employer has a right to expect from employees or is an intentional and substantial disregard of the employer's interests or of the employee's duties and obligations to the employer. Inefficiency, unsatisfactory conduct, unsatisfactory performance due to inability or incapacity, inadvertence or ordinary negligence in isolated incidents, or good-faith errors in judgment or discretion are not deemed to constitute work-connected misconduct. 871 IAC 24.32(1)(a).

On June 22, the employer knew it was hot and the claimant and another employee had problems getting their rooms cleaned. Around 4:00 p.m., the employer told the claimant she did not have to clean 6 of the 20 rooms, but she had to complete a total of 14 rooms before she could leave work. Warden told the claimant that if she did not get the rooms assigned clean before she left, she probably would not have a job.

When the claimant left at 5:09 p.m., she had not cleaned four rooms Warden told her to clean and had not made the bed in two rooms, 233 and 234. (Employer Exhibit One.) The claimant knew the front desk clerk could make her key cards to get into the rooms she still needed to clean or make the beds. The claimant told the front desk clerk she did not need to do that because it was hot and she was leaving. Although Foote helped the claimant take items off her cart, the credible evidence indicates Foote did this only after the claimant told her she was leaving. When the claimant left work on June 22, she knew she had not completed her assigned rooms, but she left anyway.

The employer warned the claimant that if she did not complete the 14 assigned rooms before she left, her job was in jeopardy. The claimant's conduct on June 22 amounts to an intentional and substantial disregard of the employer's interests. The employer discharged the claimant for reasons constituting work-connected misconduct. As of June 21, 2009, the claimant is not qualified to receive benefits.

Since the claimant has received benefits since June 21, an issue of overpayment is remanded to the Claims Section.

**DECISION:**

The representative's July 21, 2009 decision (reference 02) is affirmed. The employer discharged the claimant for reasons that constitute work-connected misconduct. The claimant is disqualified from receiving unemployment insurance benefits as of June 21, 2009. This disqualification continues until she has been paid ten times her weekly benefit amount for insured work, provided she is otherwise eligible. The employer's account will not be charged. An issue of overpayment is remanded to the Claims Section concerning benefits the claimant may have received since June 21, 2009.

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Debra L. Wise  
Administrative Law Judge

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Decision Dated and Mailed

dlw/kjw