

**IOWA WORKFORCE DEVELOPMENT
UNEMPLOYMENT INSURANCE APPEALS**

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

GREGORY POPE
Claimant

APPEAL NO. 08A-UI-07257-HT

**ADMINISTRATIVE LAW JUDGE
DECISION**

SUMMERS CAR CREDIT
Employer

**OC: 07/20/08 R: 03
Claimant: Appellant (1)**

Section 96.5(2)a – Discharge

STATEMENT OF THE CASE:

The claimant, Gregory Pope, filed an appeal from a decision dated August 8, 2008, reference 01. The decision disqualified him from receiving unemployment benefits. After due notice was issued, a hearing was held by telephone conference call on September 3, 2008. The claimant participated on his own behalf. The employer, Summers Car Credit, participated by Owner James Summers.

ISSUE:

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

FINDINGS OF FACT:

Gregory Pope was employed by Summers Car Credit from October 2001 until July 14, 2008 as a full-time office manager. As the office manager, he did have the authority to make alterations to the payment agreements of the clients, with the approval of Owner James Summers. On the evening of Saturday, July 12, 2008, the employer was reviewing the financial files and decided to check on Mr. Pope's. The claimant had financed a vehicle through his employer and the agreement was for the payment to be \$140.00 per month for the first three months, then \$240.00 thereafter.

Mr. Summers discovered the contract had been altered to continue the payment of \$140.00 for several more months before going up to \$240.00, and altered a second time to continue the lower payment. At no time did Mr. Pope advise his employer of what he had done, or ask permission prior to doing it. When confronted, he admitted to altering the payment terms. He maintained as he had the authority to review and alter the contracts of other clients, he also had the authority to alter his own. Mr. Summers discharged him at that time.

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.

It is undisputed the claimant the authority to modify the payment agreement for the clients. He was the reviewing authority to determine whether the changes were warranted. However, when he altered his own payment schedule, there was no one to review what he had done to make the same determination. Because he did not inform the owner of what he had done, there was no independent review of the situation. He altered the payments more than once without ever notifying the owner. This can reasonably be considered an attempt to conceal what he had done.

The claimant's actions were a violation of the duties and responsibilities the employer has the right to expect of an employee and conduct not in the best interests of the employer. Gregory Pope is disqualified from receiving unemployment benefits.

DECISION:

The representative's decision of August 8, 2008, reference 01, is affirmed. Gregory Pope is disqualified and benefits are withheld until he has earned ten times his weekly benefit amount, provided he is otherwise eligible.

Bonny G. Hendricksmeier
Administrative Law Judge

Decision Dated and Mailed

bgh/kjw