

**IOWA WORKFORCE DEVELOPMENT
UNEMPLOYMENT INSURANCE APPEALS**

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

SAMANTHA P MEYERS

Claimant

APPEAL NO. 09A-UI-10867-DWT

**ADMINISTRATIVE LAW JUDGE
DECISION**

NATIONWIDE MUTUAL INSURANCE CO

Employer

Original Claim: 05/31/09

Claimant: Appellant (2)

Section 96.5-2-a - Discharge

STATEMENT OF THE CASE:

Samantha P. Meyers (claimant) appealed a representative's July 23, 2009 decision (reference 01) that concluded she was not qualified to receive benefits, and the account of Nationwide Mutual Insurance Company (employer) would not be charged because the claimant had been discharged for disqualifying reasons. After hearing notices were mailed to the parties' last-known addresses of record, a telephone hearing was held on August 13, 2009. The claimant participated in the hearing. Michael McGuire and Paul Kopack appeared on the employer's behalf. 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 the employer on June 15, 2008. The claimant worked full-time as a direct sales agent.

During her employment, the claimant received some one-time warnings. The first occurred on February 11, 2009, when she and other co-workers received a warning for putting coastal property in a tracker. Co-workers told the claimant to do this. On February 12, the claimant received a warning for failing to ask if a vehicle had pre-existing damage. After both of these warnings, the employer did not notice problems of a similar nature.

During the last five months of her employment, the claimant did not meet the goals the employer gave her. On May 22 two supervisors reported problems with the claimant. One supervisor reported the claimant had not placed a quote in a tracker. The claimant explained that this was a mistake. When she gave the customer a quote, another call came in immediately and the claimant forgot to put the quote in the tracker. The claimant noted this was not an isolated problem. When she took calls, she did not find quotes her co-workers had forgotten to put in the tracker. The second supervisor reported the claimant had cut provisions of an old policy and pasted it to a new policy without properly verifying the information. Since the customer was renewing an old policy, the claimant asked some questions but admits she did not ask all the verification questions. This was the first time problems of this nature occurred with the claimant.

On May 22, 2009, the employer discharged the claimant because she did not meet the employer's expectations and kept making mistakes.

REASONING AND CONCLUSIONS OF LAW:

A claimant is not qualified to receive unemployment insurance benefits if an 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).

The employer established justifiable business reasons for discharging the claimant. The claimant made unintentional mistakes during her employment. After the employer talked to or warned her about a problem, the claimant did not have any further problems of a similar nature. The claimant made mistakes, but the facts do not establish that she intentionally disregarded the employer's interests when she made her errors. The fact her work did not meet the employer's expectations does not establish that she committed work-connected misconduct. Since the evidence does not establish that she committed work-connected misconduct, the claimant is qualified to receive benefits as of May 31, 2009.

DECISION:

The representative's July 23, 2009 decision (reference 01) is reversed. The employer discharged the claimant for justifiable business reasons, but the claimant did not commit work-connected misconduct. As of May 31, 2009, the claimant is qualified to receive benefits, provided she meets all other eligibility requirements. The employer's account may be charged for benefits paid to the claimant.

Debra L. Wise
Administrative Law Judge

Decision Dated and Mailed

dlw/kjw