

**IOWA WORKFORCE DEVELOPMENT
UNEMPLOYMENT INSURANCE APPEALS**

MARGARET D JAMAL
Claimant

APPEAL NO. 14A-UI-10595-SWT

**ADMINISTRATIVE LAW JUDGE
DECISION**

HARVEST MANAGEMENT SUB TRS CORP
Employer

OC: 09/14/14
Claimant: Respondent (1)

Section 96.5-2-a – Discharge

STATEMENT OF THE CASE:

The employer appealed an unemployment insurance decision dated October 2, 2014, reference 01, that concluded the claimant's discharge was not for work-connected misconduct. A telephone hearing was held on October 31, 2014. The parties were properly notified about the hearing. The claimant participated in the hearing with a witness, Aaron Jamal. Lee Young participated in the hearing on behalf of the employer. Exhibits One through Five were admitted into evidence at the hearing. The parties agreed that hearing involving Aaron Jamal could be consolidated.

ISSUE:

Was the claimant discharged for work-connected misconduct?

FINDINGS OF FACT:

The claimant worked full time for the employer as a manager at Beavertdale Estates from November 2012 to September 16, 2014. The claimant's husband, Aaron Jamal, worked as a co-manager. She was informed and understood that under the employer's policies, she was not permitted to write a letter to the Veteran's Administration regarding a person's residency in one of the employer's communities, the services provided to the resident, or the monthly rental amount.

The claimant did not understand that the policy prohibited her from preparing and giving a resident or family member a general letter with the rental rate, amenities, and services provided by the employer. The claimant wrote such a letter of a resident in November 2013 and did not know that it was going to be sent to the VA or what the purpose of the letter was.

In August 2014, the Midwest regional director found out about the letter and a letter written by her husband in April 2014. The employer discharged both the claimant and her husband for violating the policy set forth above. She did not intentionally violate the policy. She had never been counseled or warned about similar issues.

REASONING AND CONCLUSIONS OF LAW:

The issue in this case is whether the claimant was discharged for work-connected misconduct as defined by the unemployment insurance law.

The unemployment insurance law disqualifies claimants discharged for work-connected misconduct. Iowa Code § 96.5-2-a. The rules define misconduct as (1) deliberate acts or omissions by a worker that materially breach the duties and obligations arising out of the contract of employment, (2) deliberate violations or disregard of standards of behavior that the employer has the right to expect of employees, or (3) carelessness or negligence of such degree of recurrence as to manifest equal culpability, wrongful intent or evil design. 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 misconduct within the meaning of the statute. 871 IAC 24.32(1).

The findings of fact show how I resolved the disputed factual issues in this case by carefully assessing the credibility of the witnesses and reliability of the evidence and by applying the proper standard and burden of proof. The claimant's testimony about her understanding of the policy was extremely credible and consistent. At most, there was a good faith error in judgment. No willful and substantial misconduct has been proven in this case.

DECISION:

The unemployment insurance decision dated October 2, 2014, reference 01, is affirmed. The claimant is qualified to receive unemployment insurance benefits, if he is otherwise eligible.

Steven A. Wise
Administrative Law Judge

Decision Dated and Mailed

saw/pjs