

**IOWA WORKFORCE DEVELOPMENT
UNEMPLOYMENT INSURANCE APPEALS**

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

CHRISTY A LOUDON
Claimant

APPEAL NO. 07A-UI-03938-H2T

**ADMINISTRATIVE LAW JUDGE
DECISION**

MANPOWER INC OF DES MOINES
Employer

**OC: 03-25-07 R: 02
Claimant: Appellant (1)**

Iowa Code § 96.5(2)a – Discharge/Misconduct

STATEMENT OF THE CASE:

The claimant filed a timely appeal from the April 11, 2007, reference 01, decision that denied benefits. After due notice was issued, a hearing was held on May 2, 2007. The claimant did participate. The employer did participate through Tasha Almazan, Staffing Specialist. Employer's Exhibit One was received.

ISSUE:

Was the claimant discharged for work-related misconduct?

FINDINGS OF FACT:

Having reviewed the testimony and all of the evidence in the record, the administrative law judge finds: Claimant was assigned to work as a customer service representative at Citigroup full time beginning June 5, 2006 through March 28, 2007, when she was discharged.

The claimant was discharged for using the employer's e-mail system for non-work-related e-mails that dealt with sexual conduct. The employer's policies, a copy of which had been given to the claimant, specifically prohibit using Citigroup's IT equipment of non-job-related activities. The claimant did admit to writing the offending e-mails.

REASONING AND CONCLUSIONS OF LAW:

For the reasons that follow, the administrative law judge concludes the claimant was discharged from employment due to job-related misconduct.

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.

The claimant had received the employer's policies and knew or should have known that using the employer's e-mail system to send the e-mails she did was conduct not in the employer's best interest. Her actions amount to misconduct sufficient to disqualify her from receiving unemployment insurance benefits. Benefits are denied.

DECISION:

The April 11, 2007, reference 01, decision is affirmed. The claimant was discharged from employment due to job-related misconduct. Benefits are withheld until such time as she has worked in and been paid wages for insured work equal to ten times her weekly benefit amount, provided she is otherwise eligible.

Teresa K. Hillary
Administrative Law Judge

Decision Dated and Mailed

tkh/kjw