

**IOWA WORKFORCE DEVELOPMENT
UNEMPLOYMENT INSURANCE APPEALS BUREAU**

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

MICHELLE M MILLER
Claimant

APPEAL NO: 20A-UI-01939-JE-T

**ADMINISTRATIVE LAW JUDGE
DECISION**

ROWE ELECTRONICS INC
Employer

OC: 02/17/19
Claimant: Appellant (1)

Section 96.5-2-a – Discharge/Misconduct

STATEMENT OF THE CASE:

The claimant filed a timely appeal from the February 21, 2020, reference 03, decision that denied benefits. After due notice was issued, a hearing was held by telephone conference call before Administrative Law Judge Julie Elder on March 19, 2020. The claimant participated in the hearing. Steve Rowe, President/Owner, participated in the hearing on behalf of the employer.

ISSUE:

The issue is whether the employer discharged the claimant for work-connected misconduct.

FINDINGS OF FACT:

Having reviewed all of the evidence in the record, the administrative law judge finds: The claimant was employed as a full-time office coordinator for Rowe Electronics from May 20, 2019 to January 22, 2020. She was discharged for failing to follow the employer's directions.

On September 30, 2019, the employer sent out an email to all employees stating it was a friendly reminder that overtime was only allowed with written consent. The claimant was required to take a 30 minute lunch break but did not always do so. During the week of November 17 through November 23, 2019, she worked .49 minutes of overtime without written consent to do so. The employer met with the claimant one week prior to her termination of employment and was told she had to take lunch breaks but she worked .04 minutes of overtime the week of January 12 through January 18, 2020. After the meeting the employer remoted in to the claimant's computer and observed she did not take a lunch break right after their meeting occurred. As office coordinator the claimant had control of the payroll reports and was expected to provide copies of the reports to the employer but rarely did so. He sent her emails reminding her to do so September 11, September 30, October 29, November 19, and December 3, 2019.

The claimant was responsible for taking care of accounts payable and accounts receivable. She made several errors with the AFLAC and COBRA payments. Additionally, she entered the

lease payment on the wrong bank account on many occasions. On December 11, 2019, she was missing a \$3,000.00 payment that was due the 15th of the month.

The employer also took issue with the claimant's lack of filing and the messy appearance of the office.

After the employer remoted in to the claimant's computer and discovered she did not take a lunch break after their meeting, he instructed Co-Scott Johnson and Production Manager Ian Brandt to terminate her employment January 22, 2020.

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, regardless of the source of the individual's wage credits:

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 disqualification shall continue 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.

Iowa Admin. Code r. 871-24.32(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.

This definition has been accepted by the Iowa Supreme Court as accurately reflecting the intent of the legislature. *Huntoon v. Iowa Dep't of Job Serv.*, 275 N.W.2d 445, 448 (Iowa 1979).

The employer has the burden of proving disqualifying misconduct. *Cosper v. Iowa Department of Job Service*, 321 N.W.2d 6 (Iowa 1982). A claimant is not qualified to receive unemployment

insurance benefits if an employer has discharged him for reasons constituting work-connected misconduct. Iowa Code section 96.5-2-a. Misconduct that disqualifies an individual from receiving unemployment insurance benefits occurs when there are deliberate acts or omissions that constitute a material breach of the worker's duties and obligations to the employer. See 871 IAC 24.32(1).

Repeated failure to follow an employer's instructions in the performance of duties is misconduct. *Gilliam v. Atlantic Bottling Company*, 453 N.W.2d 230 (Iowa App. 1990). The claimant maintains she did not have to ask consent to work overtime in her position despite the employer's September 30, 2019, email stating every employee had to gain permission before working overtime and the meeting regarding taking her lunch break every day the week before her separation. Additionally, she failed to provide the employer with the payroll reports that would show her hours, whether she took a lunch break, and whether she worked overtime as a result.

Under these circumstances, the administrative law judge concludes the claimant's conduct demonstrated a willful disregard of the standards of behavior the employer has the right to expect of employees and shows an intentional and substantial disregard of the employer's interests and the employee's duties and obligations to the employer. The employer has met its burden of proving disqualifying job misconduct. *Cosper v. IDJS*, 321 N.W.2d 6 (Iowa 1982). Therefore, benefits are denied.

DECISION:

The February 21, 2020, reference 03, 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.

Julie Elder
Administrative Law Judge

Decision Dated and Mailed

je/scn