

**IOWA WORKFORCE DEVELOPMENT  
UNEMPLOYMENT INSURANCE APPEALS**

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

**CHAUNCY N REBIK**  
Claimant

**APPEAL NO: 13A-UI-07239-DWT**

**ADMINISTRATIVE LAW JUDGE  
DECISION**

**WELLS FARGO BANK NA**  
Employer

**OC: 04/21/13**  
**Claimant: Respondent (1)**

Iowa Code § 96.5(2)a - Discharge

**PROCEDURAL STATEMENT OF THE CASE:**

The employer appealed a representative's June 10, 2013 determination (reference 01) that held the claimant qualified to receive benefits and the employer's account subject to charge because she had had been discharged for nondisqualifying reasons. The claimant participated in the hearing. Steve Zaks, a representative with Barnett Associates, represented the employer. Tate Goeman, a loan administrator, testified on the employer's behalf. During the hearing, Employer Exhibit One was offered and admitted as evidence. Based on the evidence, the arguments of the parties, and the law, the administrative law judge concludes the claimant is qualified to receive benefits.

**ISSUE:**

Did the employer discharge the claimant for reasons constituting work-connected misconduct?

**FINDINGS OF FACT:**

The claimant started working for the employer in November 2011. She worked as a full-time loan document specialist. During her employment, the claimant received a copy of the team member handbook. The handbook informs employees they can be immediately discharged for violating certain portions of the employer's Code of Ethics and Business Conduct, and for falsifying records or documents. (Employer Exhibit One.)

On April 9, the employer received information the claimant changed the zip code on an insurance document on one loan and on another loan she changed an incorrect address to the correct address on mortgage paperwork. She did this between April 3 and 6, 2013.

The employer requires all corrections to come from the insurance company. In this case, the claimant verified with the insurance agent for both mortgages the correct zip and the correct address before she made any changes. The insurance company made the necessary corrections on its records.

The claimant only changed incorrect information to make sure it was correct on the mortgage paperwork. Since she did not change the coverage amount, the starting or ending date of an insurance policy, she understood these changes were permissible. Even though the claimant's job was not in jeopardy before April 9, the employer concluded keeping the claimant as an employee was too risky because she could in the future make significant changes. The employer's policy changed frequently. The claimant did not know or realize she was not allowed to make the corrections she had and could be discharged for making verified corrections. On April 17, the employer told the claimant she would receive a final warning for correcting incorrect information on mortgage documents.

On April 24, the employer discharged the claimant for making the above changes. The employer discharged the claimant for making corrections on insurance documents.

### **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).

The law defines misconduct as:

1. A deliberate act and a material breach of the duties and obligations arising out of a worker's contract of employment.
2. A deliberate violation or disregard of the standard of behavior the employer has a right to expect from employees. Or
3. 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 do not amount to work-connected misconduct. 871 IAC 24.32(1)(a).

The claimant used poor judgment when she corrected incorrect information on mortgage documents. The claimant verified that the insurance company made the same changes and that the information she inputted was correct. The claimant did not falsify documents. She corrected records without the employer's specific authorization to do so. The claimant did not intentionally violate or disregard the employer's policies. As of April 21, 2013, the claimant is qualified to receive benefits.

**DECISION:**

The representative's' June 10, 2013 determination (reference 01 is affirmed. The employer discharged the claimant for reasons that do not constitute work-connected misconduct. As of April 21, 2013, the claimant is qualified to receive benefits, provided she meets all other eligibility requirements. The employer's account is subject to charge.

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Debra L. Wise  
Administrative Law Judge

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Decision Dated and Mailed

dlw/pjs