

**IOWA WORKFORCE DEVELOPMENT  
UNEMPLOYMENT INSURANCE APPEALS**

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

**LACEY J WEBER**  
Claimant

**APPEAL NO. 07A-UI-03590-DWT**

**ADMINISTRATIVE LAW JUDGE  
DECISION**

**COMPREHENSIVE SYSTEMS INC**  
Employer

**OC: 03/11/07 R: 02**  
**Claimant: Respondent (1)**

Section 96.5-2-a – Discharge

**STATEMENT OF THE CASE:**

Comprehensive Systems, Inc. (employer) appealed a representative's March 30, 2007 decision (reference 01) that concluded Lacey J. Weber (claimant) was qualified to receive unemployment insurance benefits, and the employer's account was subject to charge because the claimant had been discharged for nondisqualifying reasons. After hearing notices were mailed to the parties' last-known addresses of record, a telephone hearing was held on April 23, 2007. The claimant participated in the hearing. Ashley Orcut testified on the claimant's behalf. Cheryl Pringle and Michele Wagner appeared on the employer's behalf. During the hearing, Employer Exhibits One through Five were offered and admitted as evidence. 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 May 7, 2002. The claimant worked as a part-time direct support staff member. At the time of hire, the claimant received a copy of the employer's policies. (Employer Exhibit One.)

On March 5, 2007, the employer received a complaint from an employee, K. K. reported that the claimant refused to follow the employer's procedures concerning a reward program and the claimant had threatened to restrain a consumer. While investigating K.'s complaint, the employer learned from C., another employee, that her initials had been written in by someone on a personal grooming paper indicating C. had completed a certain task before she had done the task. The employer concluded the claimant falsified the personal grooming paper by writing her initials and C's initials on March 3 before she had even completed certain grooming tasks on March 4. The claimant admitted grooming tasks that were to have been completed on March 3 were not done until March 4. Only after the task had been completed, did the claimant put her initial on the personal grooming paperwork. The claimant only signed her initials. Orcut, who also completed some of the personal grooming tasks, signed her own initials on March 4.

K. further reported that the claimant and another employee told her they took a consumer's reward away when the consumer went to another consumer's room. K indicated that A.M., another employee, told her about the claimant taking a consumer's reward away. (Employer Exhibit Three.) A.M. indicated that the claimant made the comment on March 2 that she was not going to follow the employer's program in connection with a consumer. The claimant allegedly told A.M. that a consumer did not get any rewards and specifically told the consumer he would not get any rewards the night of March 2 when J. was not there. (Employer Exhibit Four.)

On March 7, the employer discharged the claimant. The employer discharged the claimant after incorrectly concluding the claimant falsified the personal grooming paperwork. The employer also concluded, based on employees' reports, the claimant did not follow the employer's reward program and that she threatened to restrain a consumer when the consumer was not acting appropriately.

When the employer discharged the claimant, the claimant acknowledged she told a consumer she would restrain the individual if this person did not settle down. The claimant meant this comment as a joke when she made this remark to the consumer. The claimant did not restrain the consumer.

#### **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 business reasons for discharging the claimant. The employer's reliance on hearsay information, statements from employees who did not testify at the hearing, cannot be given as much weight as the claimant's direct testimony. As a result, the facts do not establish that the claimant falsified any paperwork. The facts do not establish the claimant failed to follow the employer's reward program or denied a consumer rewards. The claimant's comment that she would restrain a consumer if the consumer did not start acting appropriately may not have been appropriate, but this comment by itself does not constitute work-connected misconduct. Therefore, as of March 11, 2007, the claimant is qualified to receive unemployment insurance benefits.

**DECISION:**

The representative's March 30, 2007 decision (reference 01) is affirmed. The employer discharged the claimant for business reasons that do not constitute work-connected misconduct. As of March 11, 2007, the claimant is qualified to receive unemployment insurance benefits, provided she meets all other eligibility requirements. The employer's account may be charged benefits paid to the claimant.

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Debra L. Wise  
Administrative Law Judge

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Decision Dated and Mailed

dlw/kjw