

IOWA WORKFORCE DEVELOPMENT
Unemployment Insurance Appeals Section
1000 East Grand—Des Moines, Iowa 50319
DECISION OF THE ADMINISTRATIVE LAW JUDGE
68-0157 (7-97) – 3091078 - EI

SARAH C HAGEN
1517 – 5TH AVE SE
CEDAR RAPIDS IA 52403

UNITED STATES CELLULAR CORP
c/o TALK UC EXPRESS
PO BOX 283
ST LOUIS MO 63166-0283

Appeal Number: 05A-UI-11239-CT
OC: 10/02/05 R: 03
Claimant: Respondent (2)

This Decision Shall Become Final, unless within fifteen (15) days from the date below, you or any interested party appeal to the Employment Appeal Board by submitting either a signed letter or a signed written Notice of Appeal, directly to the **Employment Appeal Board, 4th Floor—Lucas Building, Des Moines, Iowa 50319**.

The appeal period will be extended to the next business day if the last day to appeal falls on a weekend or a legal holiday.

STATE CLEARLY

1. The name, address and social security number of the claimant.
2. A reference to the decision from which the appeal is taken.
3. That an appeal from such decision is being made and such appeal is signed.
4. The grounds upon which such appeal is based.

YOU MAY REPRESENT yourself in this appeal or you may obtain a lawyer or other interested party to do so provided there is no expense to Workforce Development. If you wish to be represented by a lawyer, you may obtain the services of either a private attorney or one whose services are paid for with public funds. It is important that you file your claim as directed, while this appeal is pending, to protect your continuing right to benefits.

(Administrative Law Judge)

(Decision Dated & Mailed)

Section 96.5(2)a – Discharge for Misconduct
Section 96.3(7) – Recovery of Overpayments

STATEMENT OF THE CASE:

United States Cellular Corporation (USCC) filed an appeal from a representative's decision dated October 20, 2005, reference 01, which held that no disqualification would be imposed regarding Sarah Hagen's separation from employment. After due notice was issued, a hearing was held by telephone on November 30, 2005. The employer participated by Jyl King, Customer Service Coach. Exhibits One, Two, and Three were admitted on the employer's behalf. Ms. Hagen notified the administrative law judge on November 28, 2005 that she would be unable to participate due to her work schedule.

FINDINGS OF FACT:

Having heard the testimony of the witness and having reviewed all of the evidence in the record, the administrative law judge finds: Ms. Hagen was employed by USCC from July 12, 2004 until October 3, 2005 as a full-time customer service representative (CSR). She was discharged after repeated episodes of inappropriate conduct.

Ms. Hagen was speaking with a customer on September 22, 2004 when she discovered an error made by another associate who had worked with the customer. She made reference to the other associate having made a "stupid mistake." She was counseled not to make disparaging remarks about other associates to customers. Ms. Hagen was again counseled on March 25, 2005 after a customer complained that she hung up on him. The customer was upset about his bill and was using profanity during the call. If a customer is using profanity, the CSR is to give him three warnings to discontinue the profanity. The other option is to redirect the call to a different individual. On this occasion, Ms. Hagen did not warn the customer or send the call to someone else. She simply hung up.

The employer met with Ms. Hagen on May 25, 2005 and discussed two different calls in particular. During one call, Ms. Hagen believed she was speaking with a customer but learned during the call that it was the customer's father. She accused the father of committing fraud. She had been trained to never use the term "fraud" in conversations with customers. The father offered to get his son, who was in the shower, but Ms. Hagen refused. On the second call, Ms. Hagen yelled at the customer. Ms. Hagen wanted to go over the specifics of the customer's calling plan, but the customer did not. When the customer continued to insist that she did not want to go over the details of her plan, Ms. Hagen yelled at her to stop interrupting.

On August 24, 2005, Ms. Hagen was attempting to have an account cancelled but another representative indicated the account would not be closed until a later date. Ms. Hagen advised the representative that the customer wanted the account cancelled immediately. When the other representative refused to take the call, Ms. Hagen made notes on the message board regarding her exchange with him. The message board is to be used to document events that occur with an account. Ms. Hagen was counseled regarding her comments on the message board because they reflected, in part, her personal feelings about the other representative.

On August 26, 2005, Ms. Hagen was present for a team meeting in which the issue of how to deal with upset customers was discussed. The team was shown videos of how to handle such calls and the various resources available to assist with upset customers. On September 1, 2005, two other CSR's complained that Ms. Hagen had yelled at a customer to stop interrupting her or she would disconnect the call. When questioned, Ms. Hagen indicated that she yelled at the customer because she was using profanity. She did not utilize available resources to try to calm the customer. She was given a written warning on September 6, 2005, but refused to sign it. The final incident that triggered the discharge occurred on September 30, 2005. A coach was monitoring a call and overheard Ms. Hagen refuse to allow the customer to speak to a different individual. The coach went to Ms. Hagen's workstation and asked to take over the call. Ms. Hagen turned her back on him. He put a note on her desk directing her to turn the call over to him. Ms. Hagen responded by telling him to leave her alone because he was "hovering." Ms. Hagen was notified of her discharge on October 3, 2005.

Ms. Hagen has received a total of \$1,620.00 in job insurance benefits since filing her claim effective October 2, 2005.

REASONING AND CONCLUSIONS OF LAW:

At issue in this matter is whether Ms. Hagen was separated from employment for any disqualifying reason. An individual who was discharged from employment is disqualified from receiving job insurance benefits if the discharge was for misconduct. Iowa Code section 96.5(2)a. The employer had the burden of proving disqualifying misconduct. Cosper v. Iowa Department of Job Service, 321 N.W.2d 6 (Iowa 1982). Ms. Hagen had a history of disregarding the employer's standards. She had hung up on customers without utilizing any of the available resources to calm the customer so that business could be conducted. She had yelled at customers in violation of the employer's standards. As a CSR, her job was to handle customer problems in such a manner that the customer would be satisfied with USCC as a service provider. Yelling at and hanging up on customers do not foster good customer relations.

Even without her prior history, Ms. Hagen's insubordination of September 30, 2005 would be sufficient to establish disqualifying misconduct. She had a directive from a coach to turn the call over to him. The directive was due to the fact that Ms. Hagen was again violating the employer's standards by refusing to allow the customer to speak to a different individual. There was no justification for the failure to turn the call over to the coach as directed. Her refusal was more egregious given the fact that the coach was attempting to salvage the customer relationship by allowing the customer to speak to someone over Ms. Hagen as requested.

For the reasons stated herein, the administrative law judge concludes that disqualifying misconduct has been established by the evidence. Accordingly, benefits are denied. Ms. Hagen has received benefits since filing her claim. Based on the decision herein, the benefits received now constitute an overpayment and must be repaid. Iowa Code section 96.3(7).

DECISION:

The representative's decision dated October 20, 2005, reference 01, is hereby reversed. Ms. Hagen was discharged by USCC for disqualifying 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 job insurance benefit amount, provided she satisfies all other conditions of eligibility. Ms. Hagen has been overpaid \$1,620.00 in job insurance benefits.

cfc/kjw