

**IOWA WORKFORCE DEVELOPMENT  
UNEMPLOYMENT INSURANCE APPEALS**

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

**TAMMY J NEWHOFF**  
Claimant

**APPEAL NO: 17A-UI-09378-JE-T**

**ADMINISTRATIVE LAW JUDGE  
DECISION**

**ARAMARK CORPORATION**  
Employer

**OC: 08/06/17**  
**Claimant: Appellant (1)**

Section 96.5-2-a – Discharge/Misconduct

**STATEMENT OF THE CASE:**

The claimant filed a timely appeal from the August 31, 2017, reference 01, decision that denied benefits. After due notice was issued, a hearing was held by telephone conference call before Administrative Law Judge Julie Elder on September 29, 2017. The claimant participated in the hearing with Attorney Erin Lyons. Barbara Goersh, Food Service Director; Angie Boyens, National Account Manager; Stephanie Watts, Human Resources Manager; and Marcy Schneider, Employer Representative, 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 food service director for Aramark Corporation from October 1, 1981 to August 3, 2017. She was discharged for failing to pay or disclose past due invoices.

The claimant's daughter, Heather, worked as a food service supervisor for the employer. On July 20, 2017, Heather called another employee and asked how to join the Sysco website to look at invoices. On July 21, 2017, the other employee contacted National Account Manager Angie Boyens and Food Service Director Barbara Goersh to tell them about Heather's phone call and question. Ms. Goersh checked the accounts through the Sysco website and found Heather had \$60,000.00 in unpaid invoices for the Engine account. On July 24, 2017, Ms. Boyens and Ms. Goersh conducted an audit of the Engine location and found an additional \$14,000.00 in unpaid invoices. Ms. Goersh suspended Heather pending further investigation.

Ms. Goersh emailed Sysco to ask why she was not notified of the unpaid invoices and Sysco provided a string of emails that had been sent to Heather requesting payment. In one email another food service supervisor was copied and forwarded the string of emails to the claimant. Ms. Boyens called the food service supervisor and she stated she forwarded the chain to the claimant and suggested she contact the manager. The claimant said she would take care of it.

The food service manager believed the claimant was in charge of Heather's account and did not realize Heather now reported to Ms. Goersh. Ms. Boyens conducted an audit of the claimant's location and found she had \$10,000.00 in unpaid Sysco invoices and the employer suspended the claimant pending further investigation July 27, 2017.

Human Resources Manager Stephanie Watts interviewed the claimant and Heather. Both denied working together on any financial tasks. The claimant denied any knowledge of Heather's past due invoices and denied that she remembers receiving the phone call from the food service supervisor about Heather's invoices. The claimant also asserted that all of her invoices were up to date and paid.

The employer found several emails between the claimant and Heather about overdue invoices dating back to December 2016. During the investigation, the claimant and Heather denied knowledge of each other's past due invoices.

The employer terminated the claimant's employment August 3, 2017, for "failing to meet financial obligations to the employer's suppliers, failure to be forthcoming during the course of an investigation and utilization of an hourly family member to complete her daily financial tasks."

#### **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).

While the claimant denies knowledge of Heather's past due invoices and stated her accounts were paid in full, neither statement was correct. The food service supervisor contacted the claimant about Heather's accounts and the claimant failed to notify the employer of the situation. The claimant stated she did not remember that phone call but her testimony was not persuasive. The food service supervisor called her because she believed the claimant was still Heather's supervisor and the claimant failed to disabuse her of that notion and instead told her she would take care of the matter. The claimant also had \$10,000.00 in past due invoices at the time of her termination, including two from October 2016 when she was on vacation. Being on vacation may have been a reason for failing to pay those two invoices on time but is no excuse to allow them to languish for 10 months.

When the employer questioned the claimant about the past due invoices the claimant was not forthcoming about the situation and effectively denied any knowledge of Heather's past due accounts while maintaining her accounts were current, neither of which was true.

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 August 31, 2017, 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.

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Julie Elder  
Administrative Law Judge

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Decision Dated and Mailed

je/scn