

**IOWA WORKFORCE DEVELOPMENT
UNEMPLOYMENT INSURANCE APPEALS**

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

CYNTHIA L WARE-RUPE
Claimant

APPEAL NO: 06A-UI-08899-DWT

**ADMINISTRATIVE LAW JUDGE
DECISION**

SENECA AREA AGENCY ON AGING
Employer

**OC: 08/06/06 R: 03
Claimant: Appellant (2)**

Section 96.5-2-a - Discharge

STATEMENT OF THE CASE:

Cynthia L. Ware-Rupe (claimant) appealed a representative's August 28, 2006 decision (reference 01) that concluded she was not qualified to receive unemployment insurance benefits, and the account of Seneca Area Agency on Aging (employer) would not be charged because the claimant had been discharged for disqualifying reasons. After hearing notices were mailed to the parties' last-known addresses of record, a telephone hearing was held on September 20, 2006. The claimant participated in the hearing with her attorney, Autumn Canny. Kim Goering appeared on the employer's behalf. 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 July 22, 2003. The claimant worked as a full-time information and assistant family caregiver specialist. Connie Holland, the executive director, and Goering supervised the claimant.

During her employment, the claimant went to training for caregivers. None of the training the claimant received consisted of going to insurance informational training sessions or SHIP training. During the claimant's employment, another employee, B.H. went to this training and provided insurance counseling to clients.

B.H. worked part-time and part of her job duties included providing insurance information as an insurance counselor. B.H. went to the SHIP training. B.H. spent an average of ten hours a week providing insurance planning information to clients.

When B.H. accepted another job with the employer, the employer planned to hire another part-time employee to assist clients with insurance planning. The new part-time employee's job would include insurance counseling and the employer planned to send the new employee to the

SHIP training. When the employer did not receive some anticipated funding that would have paid for the new part-time employee's salary, the employer asked the claimant on July 20 to attend the SHIP training so she could provide accurate insurance information to clients and answer client questions. This job responsibility would require the claimant to answer questions she had not previously addressed. The claimant indicated she would think about this new job responsibility. The employer indicated that if the claimant declined to go to the insurance training, this matter would have to be addressed by Holland.

On July 31, the claimant informed the employer she could not attend the insurance training in September. The employer gave the claimant until August 3 to reconsider. On August 3, the claimant again declined to go to the SHIP insurance training. The claimant declined to attend the training in part because this was not part of her job description and she believed this added job responsibility would result in her working more hours and take away from her present job duties that already filled a 40-hour workweek. The claimant understood that if she went to the training, she would be required to answer questions about insurance plans as the previous employee had done. Although the employer asserted the training was to provide the claimant with the knowledge to provide clients with accurate information, the employer did not expect her to do any research. Although B.H. spent about ten hours a week answering clients' questions about insurance plans, the employer did not expect the claimant to put in an extra ten hours a week.

Based on the other employee's time involvement in this job task, the claimant declined to attend the September training. The claimant assumed the employer would work with her and come up with another alternative, but this did not happen. After the claimant told the employer she could not attend the SHIP training in September, the employer discharged the claimant. Prior to asking the claimant to attend the insurance training, the claimant's job was not in jeopardy.

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 made a business decision to add another job responsibility to the claimant's job. Under the circumstances it was not unreasonable for the claimant to decline a job task she knew another employee spent ten hours a week performing. Since the claimant's job already

was a 40 hour a week job and the employer added yet another task to the claimant's full-time job, the employer did not establish that the claimant's new job duties were reasonable for the claimant. The employer did not establish that the claimant committed work-connected misconduct. Therefore, as of August 6, 2006, the claimant is qualified to receive unemployment insurance benefits.

DECISION:

The representative's August 28, 2006 decision (reference 01) is reversed. The employer discharged the claimant for business reasons that do not constitute work-connected misconduct. As of August 6, 2006, the claimant is qualified to receive unemployment insurance benefits, provided she meets all other eligibility requirements. The employer's account may be charged for benefits paid to the claimant.

Debra L. Wise
Administrative Law Judge

Decision Dated and Mailed

dlw/cs