

**IOWA WORKFORCE DEVELOPMENT  
UNEMPLOYMENT INSURANCE APPEALS**

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

**TERRI HOFFMAN**  
Claimant

**APPEAL NO: 09A-UI-11711-BT**

**ADMINISTRATIVE LAW JUDGE  
DECISION**

**SYSTEMS UNLIMITED INC**  
Employer

**OC: 07/12/09**  
**Claimant: Appellant (1)**

Iowa Code § 96.5(2)(a) - Discharge for Misconduct

**STATEMENT OF THE CASE:**

Terri Hoffman (claimant) appealed an unemployment insurance decision dated August 10, 2009, reference 01, which held that she was not eligible for unemployment insurance benefits because she was discharged from Systems Unlimited, Inc. (employer) for work-related misconduct. After hearing notices were mailed to the parties' last-known addresses of record, a telephone hearing was held on October 7, 2009. The claimant participated in the hearing with Attorney Matt Reilly. The employer participated through Kari Wilken, Director of Support Services. Employer's Exhibits One and Two and Claimant's Exhibit A were admitted into 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:**

The issue is whether the employer discharged the claimant for work-related misconduct.

**FINDINGS OF FACT:**

The administrative law judge, having heard the testimony and considered all of the evidence in the record, finds that: The employer provides supported community living services to children and adults in their own homes. The claimant was employed full-time from September 5, 1995 through July 14, 2009 when she was discharged for violation of the agreement for continued employment, which was signed on June 30, 2009. She was a staff trainer, a program director and most recently a resource coordinator. For the majority of her time with the employer, the claimant has been responsible for policy and procedure creation and implementation.

On December 23, 2008 the claimant signed an agreement for corrective action for performance improvement, which "clearly defined the expectation for your duty of approving the timesheets of those you supervise...." The performance improvement plan resulted from an environmental periodic service review which was completed at location 376 on November 7, 2008. The employer found significant problems with the facility at this specific location in that there were substandard living conditions and serious safety/environmental concerns present. Additionally, the employer found the claimant failed to complete her employee performance reviews and failed to ensure the timesheets were accurately completed. The problem with the timesheets

was the claimant's disregard of the financial interests of the agency based on her approval of employee timesheets which failed to ensure the employees were using their time appropriately and were working the required number of direct care hours. The warning advised the claimant that it was her responsibility to ensure the timesheets were accurately completed and verified by her for payroll processing.

The employer determined the claimant failed to meet the expectations outlined in the performance improvement plan. An agreement for continued employment was prepared and given to the claimant. The lengthy document clarified and outlined what was expected of the claimant and advised her that failure to meet those expectations would be grounds for immediate termination. The claimant signed the agreement on June 30, 2009. There were two major areas in which the claimant's performance had to approve. She was required to manage the cluster in a financially responsible manner and a further disregard of the employer's financial interests would result in termination. Financial interests include approving expenses through appropriate parties, following all billing practices and procedures, following procedures and established practices in financial management, ensuring subordinates work and document the required number of direct care hours, ensuring the appropriate use of subordinates' work time, and finally, accurately approving timesheets.

The second area of improvement required the claimant to demonstrate good judgment in service provision and communications. Her lack of judgment was the direct cause of the substandard living conditions and serious safety/environmental concerns that occurred at the 376 facility. The claimant's experience and training should have enabled her to make sound judgments so as to prevent any further issues of this type. Any further incidents of poor judgment which affect the quality of services would lead to the claimant's termination for misconduct.

The employer determined the claimant had violated the agreement for continued employment when she failed to turn in her approved timesheets on payroll Monday, July 13, 2009 as required. It was her duty to get the time sheets checked and submitted for processing on the July 14, 2009. The claimant did not work on Friday, July 10, 2009 and she took off July 13, 2009 due to having her grandkids with her. Failure to submit payroll for the cluster she supervised was a direct violation of the continued employment agreement she signed on June 30, 2009.

#### **REASONING AND CONCLUSIONS OF LAW:**

The issue is whether the employer discharged the claimant for work-connected misconduct. A claimant is not qualified to receive unemployment insurance benefits if an employer has discharged the claimant for reasons constituting work-connected misconduct. Iowa Code § 96.5-2-a.

Iowa Code § 96.5-2-a provides:

An individual shall be disqualified for benefits:

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 individual shall be disqualified for benefits 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.

871 IAC 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.

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 claimant was discharged on July 14, 2009 for violation of the agreement for continued employment, which was signed on June 30, 2009. The agreement specifically advised her that accurate approval of timesheets was expected. The claimant contends she missed work on July 13, 2009 due to a family emergency and was not at work on the Friday before. The claimant had worked for this employer for over 14 years and there is no doubt that she knew when payroll was due. She contends it was common for payroll to be late, which may well be true, however, the claimant was on a last chance warning and should have gone out of her way to ensure everything was done by the book. Her failure to take care of this herself or to allocate the duty to someone else, does violate the agreement she signed on June 30, 2009. Work-connected misconduct as defined by the unemployment insurance law has been established in this case and benefits are denied.

**DECISION:**

The unemployment insurance decision dated August 10, 2009, reference 01, is affirmed. The claimant is not eligible to receive unemployment insurance benefits because she was

discharged from work for misconduct. Benefits are withheld until 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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Susan D. Ackerman  
Administrative Law Judge

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Decision Dated and Mailed

sda/pjs