

**BEFORE THE  
EMPLOYMENT APPEAL BOARD  
Lucas State Office Building  
Fourth floor  
Des Moines, Iowa 50319**

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**CHANDRA M SNOW**

Claimant

and

**BROADLAWNS MEDICAL CENTER**

Employer

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**HEARING NUMBER: 15B-UI-06619**

**EMPLOYMENT APPEAL BOARD  
DECISION**

**NOTICE**

**THIS DECISION BECOMES FINAL** unless (1) a **request for a REHEARING** is filed with the Employment Appeal Board within **20 days** of the date of the Board's decision or, (2) a **PETITION TO DISTRICT COURT IS FILED WITHIN 30 days** of the date of the Board's decision.

A **REHEARING REQUEST** shall state the specific grounds and relief sought. If the rehearing request is denied, a petition may be filed in **DISTRICT COURT** within **30 days** of the date of the denial.

**SECTION: 96.5-2-A**

**DECISION**

**UNEMPLOYMENT BENEFITS ARE DENIED**

The Employer appealed this case to the Employment Appeal Board. Two members of the Employment Appeal Board reviewed the entire record. The Appeal Board finds it cannot affirm the administrative law judge's decision. The Employment Appeal Board **REVERSES** as set forth below.

**FINDINGS OF FACT:**

The Claimant, Chandra M. Snow, worked for Broadlawns Medical Center from May 15, 2006 through May 13, 2015 as a full-time certified medical assistant. (9:33-9:54; 41:07-41:28) The Employer issued a personnel handbook to the Claimant for which she signed in acknowledgment of receipt on May16, 2006. (12:52-13:08, 21:16; 41:33-41:50; Exhibit 1-Attachment 4)

The Claimant received a couple of disciplinary warnings regarding her behavior in the workplace. On February 27, 2009, the Employer issued a 'Memorandum of Understanding' (written warning) to the Claimant for allowing an individual other than herself to access her computer, which exposed the Employer to a potential HIPPA violation. (20:10-20:46; 42:08-42:16; Exhibit 1-Attachment 3) The Employer issued another written warning to Ms. Snow on November 5<sup>th</sup>, 2012 for making inappropriate and unprofessional remarks which were offensive, within earshot of other staff and patients. (13:27-13:36; 19:12-19:20; 42:08-42:16; Exhibit 1-Attachment 2) Each time the Employer added the caveat that further infractions could result in termination. (20:58) The Claimant was required to review Broadlawns' 'Standards of Excellence'

policy and sign in acknowledgement of receipt on December 29, 2014. (Exhibit 1-Attachment 5) This policy outlined the Employer's expectations of the personnel regarding behavior in the workplace and reiterated its disciplinary policy. She also received extensive training on managing aggressive behaviors with mental health patients in the workplace. (40:05-40:30; 48:02-48:10)

On May 11<sup>th</sup>, 2015, Wendy Schrader reported that the Claimant became very frustrated and used profanity with a patient over the phone; she subsequently slammed down the phone. Ms. Snow refused to pick up the phone when the patient tried to call back. (10:33-11:22; 45:01; 55:52-56:22) The patient contacted the Employer to complain about the incident, which was later verified by another co-worker. (11:27-11:40; 34:55-34:34) The Employer met with Ms. Snow on May 11 and the 13th, 2015. The Claimant admitted using profanity, hanging up on the patient, and not answering the phone when the patient tried to call back. (11:48-12:15; 30:24; 32:52-33:54; 45:01; 58:50-59:19) The Employer terminated Ms. Snow for violating company policy. (10:18-10:26; Exhibit 1-Attachment 1)

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

Iowa Code Section 96.5(2)(a) (2015) provides:

*Discharge for Misconduct.* If the department finds the individual has been discharged for misconduct in connection with the individual's employment:

The individual shall be disqualified for benefits until the individual has worked in and been paid wages for the insured work equal to ten times the individual's weekly benefit amount, provided the individual is otherwise eligible.

The Division of Job Service defines misconduct at 871 IAC 24.32(1)(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 the 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 Iowa Supreme court has accepted this definition as reflecting the intent of the legislature. *Lee v. Employment Appeal Board*, 616 N.W.2d 661, 665, (Iowa 2000) (quoting *Reigelsberger v. Employment Appeal Board*, 500 N.W.2d 64, 66 (Iowa 1993)).

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 substantial and willful wrongdoing or repeated carelessness or negligence that equals willful misconduct in culpability. *Lee v. Employment Appeal Board*, 616 NW2d 661 (Iowa 2000).

The findings of fact show how we have resolved the disputed factual issues in this case. We have carefully weighed the credibility of the witnesses and the reliability of the evidence. We attribute more weight to the Employer's version of events. Both parties acknowledge that the Claimant received the Employer's personnel handbook that outlined the Employer expectations as it related to behavior in the workplace. Ms. Snow already received two written warnings for conduct that fell below the Employer's standards. And while the Employer does not employ a progressive disciplinary policy, the Employer made it clear at each warning that any future infraction could result in the Claimant's termination. The Claimant also received specific training in how to diffuse aggressive patients. Yet, her demeanor when handling a distressed patient on May 11<sup>th</sup> fell short of her training when managing a mental health patient. Ms. Snow denied using profanity in the manner she did, arguing that she was simply mirroring the patient's words as she learned in her training. We find her denial not credible in light of the Employer's testimony that she initially admitted being frustrated and reacting negatively to this particular patient. In light of the Employer policy and the Claimant's training for such situations, we conclude that the Claimant's behavior was a serious breach of the duties and responsibilities she owed to the Employer. Based on this record, we conclude that the Employer satisfied their burden of proving by a preponderance of the evidence that the Claimant committed misconduct by tis legal definition.

**DECISION:**

The administrative law judge's decision dated July 10, 2015 is **REVERSED**. The Employment Appeal Board concludes that the Claimant was discharged for disqualifying reasons. Accordingly, the Claimant is denied benefits until such time she has worked in and has been paid wages for insured work equal to ten times her weekly benefit amount, provided she is otherwise eligible. See, Iowa Code section 96.5(2)"a".

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Kim D. Schmett

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James M. Strohman