

**IOWA WORKFORCE DEVELOPMENT
UNEMPLOYMENT INSURANCE APPEALS**

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

DANIEL J RUDOLPH
Claimant

APPEAL NO. 11A-UI-16337-HT

**ADMINISTRATIVE LAW JUDGE
DECISION**

ALLIANT ENERGY CORPORATE SVCS INC
Employer

**OC: 11/13/11
Claimant: Appellant (1)**

Section 96.5(2)a – Discharge

STATEMENT OF THE CASE:

The claimant, Daniel Rudolph, filed an appeal from a decision dated December 12, 2011, reference 01. The decision disqualified him from receiving unemployment benefits. After due notice was issued a hearing was held by telephone conference call on January 18, 2012. The claimant participated on his own behalf and with Cassandra Webb. The employer, Alliant Energy Corporate Services, Inc. (Alliant), participated by Manager of Customer Service Ann Jubeck, Customer Service Supervisor Cynthia Armstrong, Human Resources Consultant Erin Miller and was represented by Brian Fagan.

ISSUE:

The issue is whether the claimant was discharged for misconduct sufficient to warrant a denial of unemployment benefits.

FINDINGS OF FACT:

Daniel Rudolph was employed by Alliant from January 22, 2007 until November 18, 2011 as a full-time call center representative. He had received two verbal warnings in 2009 for inappropriate use of company internet. On November 11, 2011, he received a final written warning for sleeping on the job.

On November 13, 2011, a co-worker reported that the claimant had accessed her personal utility account and left a message on it stating, "check account, make sure of that thing." This account is protected by the confidentiality provision of the employer's policies. It contains personal information such as social security number, bank account numbers, address, phone numbers and other things.

The matter was investigated and determined the claimant had been the one to access the account and left the message. Human resources was consulted, the policies reviewed. The employer takes the confidentiality provisions very seriously to protect the information in the files as it could cause substantial harm to the customer if the information were accessed and misused.

Mr. Rudolph acknowledged he had accessed the account as a “prank” which he alleges was common on the overnight crew. He did also acknowledge that he had “second thoughts” about it but it was too late to change it. He was discharged by Ms. Armstrong on November 18, 2011, for violation of the company confidentiality standards.

REASONING AND CONCLUSIONS OF LAW:

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 claimant had been advised his job was in jeopardy as a result of his conduct. He had even been warned about inappropriate use of the company computer system earlier in his tenure. Instead of taking this to heart he accessed the personal account of a co-worker without any legitimate business purpose and left an ambiguous message which also did not have any legitimate purpose.

While the overnight crew may be prone to “pranking” others, there is no evidence these pranks involves accessing the personal accounts of the co-workers. Rearranging a desk or hiding a keyboard is a far cry from violating the confidentiality policies and accessing an account which contains very personal information.

The employer has the right to expect employees to obey important rules and policies regarding confidentiality of customers, including customers who were employees. The claimant willfully violated that rule.

DECISION:

The representative's decision of December 12, 2011, reference 01, is affirmed. Daniel Rudolph is disqualified and benefits are withheld until he has earned ten times his weekly benefit amount in insured work, provided he is otherwise eligible.

Bonny G. Hendricksmeier
Administrative Law Judge

Decision Dated and Mailed

bgh/pjs