

**IOWA WORKFORCE DEVELOPMENT  
UNEMPLOYMENT INSURANCE APPEALS**

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

**VICKI STEFFENS**  
Claimant

**APPEAL NO. 14A-UI-00729-BT**

**ADMINISTRATIVE LAW JUDGE  
DECISION**

**FOCUS SERVICES LLC**  
Employer

**OC: 12/22/13**  
**Claimant: Appellant (1)**

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

**STATEMENT OF THE CASE:**

Vicki Steffens (claimant) appealed an unemployment insurance decision dated January 15, 2014, reference 01, which held that she was not eligible for unemployment insurance benefits because she was discharged from Focus Services, LLC (employer) for work-related misconduct. After hearing notices were mailed to the parties' last-known addresses of record, a telephone hearing was held on February 11, 2014. The claimant participated in the hearing with former co-worker Cathy McCarthy. The employer participated through Tracy Reynolds, Site Director and Angie Pratt, Human Resources Assistant.

**ISSUE:**

The issue is whether the claimant was discharged 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 claimant was employed as a full-time agent in this telecommunications company from January 12, 2009, through December 27, 2013, when she was discharged for violation of the CPNI and cram/slam policies. She did work in a management position for a period of time. On December 24, 2013, the employer received notification from its client, Century Link, that the claimant had set up a Verizon wireless account and sold products to a customer without speaking with the customer and without the customer's consent.

On December 5, 2013, the claimant spoke with a Mrs. Washington, who had an account with Century Link and the claimant attempted to sell Verizon products to Mrs. Washington. The claimant asked for security information, which is the customer's social security number and birthdate, so that she could run a hard credit check. Mrs. Washington said she would provide her husband's information and the claimant did not question that. She did confirm that the husband, David Washington, was an authorized user on Mrs. Washington's Century Link account and went forward with the sale by setting up a Verizon account with David Washington as the responsible party and Mrs. Washington as an authorized user.

Signing up customers for products the customer did not order is called “cramming and slamming” and is grounds for immediate discharge if the client requests the employee be removed. If the employer discovers a violation on its own, it can sometimes issue a suspension and first and final warning. In the case herein, Mr. Washington filed a formal complaint with the client and an investigation was initiated. The client completed a transcript of the call and forwarded the results of its investigation to the employer.

Verizon has its own independent verification of all sales by requiring customers go on-line to accept and complete the order. The customer must acknowledge the credit check and the terms/fees of the contract. Mr. Washington was not given the opportunity to verify and complete his order because the claimant went in his account and accepted the order on his behalf. She did this because Mrs. Washington said she did not have access to a computer.

In addition to the unauthorized transactions on this call, the claimant violated company policy by advising Mrs. Washington that she would contact her via a social networking site. This conduct is strictly prohibited. The claimant would have been aware of these policies from her training at the time of hire and additional training completed every six months.

#### **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. 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. 871 IAC 24.32(1).

The employer has the burden to prove the discharged employee is disqualified for benefits for misconduct. *Sallis v. Employment Appeal Bd.*, 437 N.W.2d 895, 896 (Iowa 1989). The claimant was discharged on December 30, 2013, for violation of company policies. She denied that she acted intentionally but the denial does not explain her actions. It seems to be a basic concept that a credit check, as well as an order for services and products, cannot be completed without a person’s consent. Even if the claimant was not thinking about what she was doing, Verizon provides a safety check for customers to confirm their orders but the claimant sidestepped that safety check by going into the customer’s account and accepting the order on his behalf. The employer has met its burden. The claimant’s actions demonstrate an intentional and substantial disregard of the employer’s interests and of the employee’s duties and obligations to the employer. 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 January 15, 2014, 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