

**IOWA WORKFORCE DEVELOPMENT  
UNEMPLOYMENT INSURANCE APPEALS**

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

**ANNE C GENTNER**  
Claimant

**APPEAL NO. 09A-UI-15071-SWT**

**ADMINISTRATIVE LAW JUDGE  
DECISION**

**CEDAR VALLEY HUMANE SOCIETY**  
Employer

**Original Claim: 09/06/09  
Claimant: Appellant (1)**

Section 96.5-2-a – Discharge

**STATEMENT OF THE CASE:**

The claimant appealed an unemployment insurance decision dated September 28, 2009, reference 01, that concluded she was discharged for work-connected misconduct. Telephone hearings were held on November 9 and 13, 2009. The parties were properly notified about the hearing. The claimant participated in the hearing with her representative, Ronald Martin, attorney at law, and witnesses Susan Hartung and Susan Manson. Joseph Moreland, attorney at law, participated in the hearing on behalf of the employer with a witness, Bernie Lettington. Exhibits One, Four, Five, Six, and Eight were admitted into evidence at the hearing.

**ISSUE:**

Was the claimant discharged for work-connected misconduct?

**FINDINGS OF FACT:**

The claimant worked full-time for the employer as a front desk person from October 28, 2007, to September 3, 2009. She was informed and understood that under the employer's policies, confidential information about the employer or other business affairs was not to be disclosed without board approval; confidential material as to the shelter, its personnel, its volunteers, or its clients was not to be disclosed or improperly used; and all contacts from the media were to be referred to the shelter or business manager or appropriate public relations officer on the board of directors.

In August 2009, the claimant, other employees, and volunteers at the shelter became concerned about decisions being made by the board of directors after they learned that two members of the board of directors had resigned. They also were concerned that the co-directors of the shelter, Susan Manson and Sandy La Baw, were leaving employment. The board had decided to hire an executive director, which was viewed by the staff as an attempt to oust the co-directors.

Some volunteers had made a request to the president of the board, Bernie Lettington, and executive officers, to meet with the board to discuss the changes. The claimant was aware of the request and supported the volunteers' efforts to take their concerns to the board.

On September 1, 2009, the claimant and other employees presented a letter to the board expressing their support of Manson and La Baw and their concerns for the decisions made by the board. They stated they wanted to an opportunity to discuss the issues with the whole board as soon as possible. The claimant was listed as the contact person for the employees who were listed as signing the letter.

On September 1, 2009, Lettington canceled a meeting scheduled for that evening to discuss the staff's concerns. The claimant, other employees, and volunteers prepared a letter on September 2, 2009, stating that the board had dismissed its concerns by canceling the meeting. Consequently, the letter stated that to assure that their concerns were heard, the letter that they planned to present at the meeting was going to be issued to the media that day.

The letter stated that two board members had resigned due to conflict within the board and La Baw and Manson were considering resigning due to a conflict with the board. The letter attributed the conflict to the dysfunction of the board and a lack of commitment by the entire board to the mission of the humane society. The letter proposed an intervention by a professional mediator. The letter stated that anything less was unacceptable to them and without them there was no humane society.

The letter was in fact given to a local television reporter who reported on the upheaval at the shelter.

On September 3, 2009, the employer discharged the claimant and other employees whose names were on the letter to the media. The claimant was discharged for violating the employer's confidentiality policies by being involved in contacting the media without board approval.

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

The issue in this case is whether the claimant was discharged for work-connected misconduct as defined by the unemployment insurance law.

The unemployment insurance law disqualifies claimants discharged for work-connected misconduct. Iowa Code § 96.5-2-a. The rules define misconduct as (1) deliberate acts or omissions by a worker that materially breach the duties and obligations arising out of the contract of employment, (2) deliberate violations or disregard of standards of behavior that the employer has the right to expect of employees, or (3) carelessness or negligence of such degree of recurrence as to manifest equal culpability, wrongful intent, or evil design. 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 misconduct within the meaning of the statute. 871 IAC 24.32(1).

The claimant's violation of the employer's media contact policy was a willful and material breach of the duties and obligations to the employer and a substantial disregard of the standards of behavior the employer had the right to expect of the claimant. The employees had only made the request to meet with the board on September 1. The claimant and other employees never gave the board a reasonable opportunity to meet with them before going to the media with their concerns. No one on the board had indicated that the board would not meet with employees. The letter contained derogatory language about the board damaging its image in a statement made to the media laying out a demand for mediation and suggesting that the demand was the only option that would satisfy the employees and volunteers. Work-connected misconduct as defined by the unemployment insurance law has been established in this case.

**DECISION:**

The unemployment insurance decision dated September 28, 2009, reference 01, is affirmed. The claimant is disqualified from receiving unemployment insurance benefits until she has been paid wages for insured work equal to ten times her weekly benefit amount, provided she is otherwise eligible.

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Steven A. Wise  
Administrative Law Judge

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Decision Dated and Mailed

saw/kjw