

**IOWA WORKFORCE DEVELOPMENT
UNEMPLOYMENT INSURANCE APPEALS**

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

STEPHANI M MATTISON
Claimant

APPEAL NO. 11A-UI-12126-SW

**ADMINISTRATIVE LAW JUDGE
DECISION**

CLASSIC FOOD & BEVERAGE INC
Employer

**OC: 08/14/11
Claimant: Appellant (1)**

Section 96.5-2-a – Discharge

STATEMENT OF THE CASE:

The claimant appealed an unemployment insurance decision dated September 15, 2011, reference 01, that concluded she was discharged for work-connected misconduct. A hearing was held on October 11, 2011. The parties were properly notified about the hearing. The claimant participated in the hearing. David Stone participated in the hearing on behalf of the employer. Exhibits One and A were admitted into evidence at the hearing.

ISSUE:

Was the claimant discharged for work-connected misconduct?

FINDINGS OF FACT:

The claimant worked as a server for the employer from 1993 to August 16, 2011.

The claimant had a trying day at work and became exasperated with customers complaining to servers about waiting for food and mistakes in food orders. After work on August 15, the claimant posted a message on her Facebook page stating that she worked at a restaurant with heart clogging grease, the “worst food’ for you, and fake butter. She wondered why people got upset about eating stuff that was killing them.

The claimant's Facebook page lists who her employer is. The claimant has friended both employees and customers, so both would have the potential to read the message.

In fact, employees had read the message on the claimant's Facebook page. They reported this to the owner of the restaurant on August 16. The owner discharged the claimant for posting insulting comments about the restaurant on her Facebook page.

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 conduct 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. Even though I do not believe the claimant intended to hurt the restaurant, her comments had that potential. Work-connected misconduct as defined by the unemployment insurance law has been established in this case.

DECISION:

The unemployment insurance decision dated September 15, 2011, 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.

Steven A. Wise
Administrative Law Judge

Decision Dated and Mailed

saw/kjw