

IOWA WORKFORCE DEVELOPMENT  
Unemployment Insurance Appeals Section  
1000 East Grand—Des Moines, Iowa 50319  
DECISION OF THE ADMINISTRATIVE LAW JUDGE  
68-0157 (7-97) – 3091078 - EI

LAUREN B PETTEY-AJANGO  
1725 – 8<sup>TH</sup> AVE APT #1  
MARION IA 52302

UNITED STATES CELLULAR CORP  
C/o TALX UC EXPRESS  
PO BOX 283  
ST LOUIS MO 63166-0283

Appeal Number: 04A-UI-11532-DWT  
OC: 09/19/04 R: 03  
Claimant: Respondent (2)

**This Decision Shall Become Final**, unless within fifteen (15) days from the date below, you or any interested party appeal to the Employment Appeal Board by submitting either a signed letter or a signed written Notice of Appeal, directly to the **Employment Appeal Board, 4<sup>th</sup> Floor—Lucas Building, Des Moines, Iowa 50319.**

The appeal period will be extended to the next business day if the last day to appeal falls on a weekend or a legal holiday.

STATE CLEARLY

1. The name, address and social security number of the claimant.
2. A reference to the decision from which the appeal is taken.
3. That an appeal from such decision is being made and such appeal is signed.
4. The grounds upon which such appeal are based.

YOU MAY REPRESENT yourself in this appeal or you may obtain a lawyer or other interested party to do so provided there is no expense to Workforce Development. If you wish to be represented by a lawyer, you may obtain the services of either a private attorney or one whose services are paid for with public funds. It is important that you file your claim as directed, while this appeal is pending, to protect your continuing right to benefits.

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(Administrative Law Judge)

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(Decision Dated & Mailed)

Section 96.5-2-a – Discharge  
Section 96.3-7 – Recovery of Overpayment of Benefits

STATEMENT OF THE CASE:

United States Cellular Corporation (employer) appealed a representative's October 12, 2004 decision (reference 01) that concluded Lauren B. Pettey-Ajango (claimant) was qualified to receive unemployment insurance benefits, and the employer's account was subject to charge because the claimant had been discharged for nondisqualifying reasons. After hearing notices were mailed to the parties' last-known addresses of record, a telephone hearing was held on November 12, 2004. The claimant participated in the hearing. Angie Bailey, the human resources coordinator, appeared on the employer's behalf. Based on the evidence, the arguments of the parties, and the law, the administrative law judge enters the following findings of fact, reasoning and conclusions of law, and decision.

ISSUES:

Did the employer discharge the claimant for work-connected misconduct?

Has the claimant been overpaid any unemployment insurance benefits?

FINDINGS OF FACT:

The claimant started working for the employer on January 6, 2003. The claimant worked as a full-time customer service representative. The claimant understood she had could give, at her discretion, a customer a \$75.00 credit.

On September 13, 2004, a customer called about a large bill she had received because of roaming charges. The customer admitted she had used her cell phone without changing her coverage area and it was her fault she had a bill that was over \$500.00. The claimant noticed this customer had always paid her bill on time and had never before received a credit for anything. The claimant decided she would give this customer a credit, but wanted to give her more than \$75.00 the claimant was authorized to give. The claimant contacted the help desk to see if she could receive authorization to give the customer more than a \$75.00 credit. The help desk associate would not authorize a credit of more than \$75.00. The claimant then went to her immediate supervisor. The claimant's supervisor initially agreed with the help desk associate and denied the claimant's request to give the customer more than a \$75.00 credit.

Instead of stopping at this point, the claimant contacted another help desk associate about giving the customer more than a \$75.00 credit. This associate noticed the contacts the claimant had already made and denied her permission to give the customer more than a \$75.00 credit. The associate also emailed the claimant's supervisor so she knew what the claimant was doing. On September 14, the claimant's supervisor talked to the claimant about her activities in trying to get the customer a larger credit. Ultimately, the claimant's supervisor agreed to give the customer a 25 percent discount or a \$161.05 credit. The supervisor entered the credit on the customer's account that day and asked the claimant to contact the customer to let her know about the credit. Within 30 minutes after the credit had been entered on the customer's account, the claimant entered the claimant another \$75.00 credit. The claimant did not ask her supervisor if she could do this because the claimant knew her supervisor had been uneasy about giving the customer a 25 percent discount and did not want to upset her supervisor any more.

On September 15, the claimant's supervisor checked the customer's account to make sure it had been resolved. She then noticed that the claimant had given the customers an additional \$75.00 credit. The claimant's supervisor talked to the claimant about this transaction and indicated the claimant had been sneaky and deceptive. The claimant's supervisor told the claimant her actions amounted to insubordination and she would have to talk to management about his incident.

On September 21, the employer discharged the claimant for issuing an additional credit to a customer that was beyond the amount the claimant had been told would be credited to the customers account.

The claimant established a claim for unemployment insurance benefits during the week of September 19, 2004. She filed claims for the weeks ending September 25 through November 13, 2004. She received a total of \$2,434.00 in benefits that she received for these weeks.

REASONING AND CONCLUSIONS OF LAW:

A claimant is not qualified to receive unemployment insurance benefits if an employer discharges her for reasons constituting work-connected misconduct. Iowa Code §96.5-2-a. For unemployment insurance purposes, misconduct amounts to a deliberate act and a material breach of the duties and obligations arising out of a worker's contract of employment. Misconduct is a deliberate violation or disregard of the standard of behavior the employer has a right to expect from employees or is an intentional and substantial disregard of the employer's interests or of the employee's duties and obligations to the employer. Inefficiency, unsatisfactory conduct, unsatisfactory performance due to inability or incapacity, inadvertence or ordinary negligence in isolated incidents, or good faith errors in judgment or discretion are not deemed to constitute work-connected misconduct. 871 IAC 24.32(1)(a).

The facts establish the claimant decided a customer deserved more than a \$75.00 credit. When the claimant contacted a second help desk associate, which was after she had talked to her supervisor, her supervisor finally agreed to give the customer a 25 percent discount. Unfortunately, the claimant decided a \$161.05 credit was not good enough for this customer and gave her an additional \$75.00 credit.

The claimant asserted she did not need to get anyone's permission to give a \$75.00 credit. The claimant contended that because her supervisor did not indicate the customer was not eligible to receive any more discounts or credits, the claimant had the authority to give the customer an additional \$75.00 credit. The claimant knew her supervisor was not comfortable giving the customer more than a \$75.00 credit and did not want to upset her supervisor by asking if the claimant could give the customer an additional \$75.00 credit. Even though the claimant would not acknowledge she should not have given the customer an additional \$75.00 credit, her failure to talk to her supervisor after she finally agreed to give the customer a \$161.05 credit shows an intentional and substantial disregard of the standard of behavior the employer had a right to expect from an employee. Even though the claimant thought the customer deserved more than a 25 percent discount, this was not a decision the claimant had the authority to make. The claimant knew the employer did not intend to give the customer more than a 25 percent discount, but she did so anyway. The claimant's reasons for her actions do not change the fact she committed work-connected misconduct. As of September 19, 2004, the claimant is not qualified to receive unemployment insurance benefits.

If an individual receives benefits she is not legally entitled to receive, the Department shall recover the benefits even if the individual acted in good faith and is not at fault in receiving the overpayment. Iowa Code §96.3-7. The claimant is not legally entitled to receive benefits for the weeks ending September 25 through November 13, 2004. She has been overpaid \$2,434.00 in benefits she received for these weeks.

DECISION:

The representative's October 12, 2004 decision (reference 01) is reversed. The employer discharged the claimant for reasons that constitute work-connected misconduct. The claimant is disqualified from receiving unemployment insurance benefits as of September 19, 2004. This disqualification continues until she has been paid ten times her weekly benefit amount for insured work, provided she is otherwise eligible. The employer's account will not be charged. The claimant is not legally entitled to receive benefits for the weeks ending September 25 through November 13, 2004. She has been overpaid and must repay \$2,434.00 in benefits she received for these weeks.

dlw/b