

**IOWA WORKFORCE DEVELOPMENT  
UNEMPLOYMENT INSURANCE APPEALS**

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

**LONI M ANDERSON**

Claimant

**APPEAL NO. 11A-UI-03030-LT**

**ADMINISTRATIVE LAW JUDGE  
DECISION**

**BRET HARKLAU**

**SUPER 8 MOTEL/TOTAL LOOK SALON**

Employer

**OC: 01/09/11**

**Claimant: Appellant (1)**

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

**STATEMENT OF THE CASE:**

The claimant filed a timely appeal from the March 4, 2011 (reference 02) decision that denied benefits. After due notice was issued, a telephone conference hearing was held on March 28, 2011. Claimant participated. Employer participated through owner Debra Harklau.

**ISSUE:**

The issue is whether claimant was discharged for reasons related to job misconduct sufficient to warrant a denial of benefits.

**FINDINGS OF FACT:**

Having heard the testimony and having reviewed the evidence in the record, the administrative law judge finds: Claimant most recently worked full-time as an on-site manager and was separated from employment on January 8, 2011. On January 7 employer observed her entertaining several people at her apartment while on-duty and she said they were there because of a snow storm and had stayed overnight. She had a previous verbal warning. Dates and details were not available. Earlier that week Harklau heard her use profanity during an argument with her boyfriend within hearing range of customers at the main entrance. She had been warned verbally about the issue with a few weeks.

**REASONING AND CONCLUSIONS OF LAW:**

For the reasons that follow, the administrative law judge concludes the claimant was discharged from employment due to job-related misconduct.

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.

Claimant's violation of the known work rule not to have people in her apartment while on duty and the use of foul language and arguing near the customer entrance, after verbal reminders that employer did not allow this type of behavior, was misconduct sufficient to warrant a denial of benefits.

**DECISION:**

The March 4, 2011 (reference 02) decision is affirmed. The claimant was discharged from employment due to job-related misconduct. Benefits are withheld until such time as 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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Dévon M. Lewis  
Administrative Law Judge

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Decision Dated and Mailed

dml/pjs