

**IOWA WORKFORCE DEVELOPMENT  
UNEMPLOYMENT INSURANCE APPEALS BUREAU**

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

**LATRICIA D WATSON**  
Claimant

**APPEAL NO. 18A-UI-06081-S1-T**

**ADMINISTRATIVE LAW JUDGE  
DECISION**

**SAFELITE SOLUTIONS LLC**  
Employer

**OC: 04/29/18**  
**Claimant: Appellant (1)**

Section 96.5-2-a – Discharge for Misconduct

**STATEMENT OF THE CASE:**

Latricia Watson (claimant) appealed a representative's May 29, 2018, decision (reference 02) that concluded she was not eligible to receive unemployment insurance benefits after her separation from employment with Safelite Solutions (employer). After hearing notices were mailed to the parties' last-known addresses of record, a telephone hearing was scheduled for June 19, 2018. The claimant participated personally. The employer participated by Allison Todd, Contact Center Assistant Manager, and Annette Kohl, Operations Manager.

**ISSUE:**

The issue is whether the claimant was separated from employment for any disqualifying reason.

**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 hired on June 6, 2016, as a part-time customer service representative. On June 6, 2016, the claimant signed that she understood the employer's policies and procedures.

On October 27, 2017, and December 20, 2017, the employer issued the claimant final written warnings for failing to read the employer's script exactly as written to customers. On November 14, 2017, and December 6, 2017, the employer issued the claimant warnings for not meeting performance expectations. In each warning, the employer notified the claimant that further infractions could result in termination from employment.

With the warnings, the employer provided the claimant training. She realized she had to read verbatim the script the computer displayed. It was difficult for her to change her habit to reading the exact words on the screen instead of saying words to the customer that were similar. On April 3, 2018, the employer issued the claimant three final warnings. One warning was for attendance, one was for failure to read features and benefits to customers, and one was for not reading the script precisely as it was written. The employer notified the claimant in each warning that further infractions could result in termination from employment.

On April 18, 2018, the claimant transferred a customer to another department before reading the script about features and benefits that was displayed on her computer screen. On April 24, 2018, the employer terminated the claimant for repeated failure to follow instructions after having been warned.

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

For the reasons that follow the administrative law judge concludes the claimant was discharged for misconduct.

Iowa Code section 96.5(2)a provides:

An individual shall be disqualified for benefits, regardless of the source of the individual's wage credits:

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 disqualification shall continue 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.

Iowa Admin. Code r. 871-24.32(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.

This definition has been accepted by the Iowa Supreme Court as accurately reflecting the intent of the legislature. *Huntoon v. Iowa Dep't of Job Serv.*, 275 N.W.2d 445, 448 (Iowa 1979).

The employer has the burden of proof in establishing disqualifying job misconduct. *Cosper v. Iowa Department of Job Service*, 321 N.W.2d 6 (Iowa 1982). Repeated failure to follow an employer's instructions in the performance of duties is misconduct. *Gilliam v. Atlantic Bottling Company*, 453 N.W.2d 230 (Iowa App. 1990). An employer has a right to expect employees to follow instructions in the performance of the job. The claimant disregarded the employer's right by repeatedly failing to follow the employer's instructions after she had been warned. The

claimant's disregard of the employer's interests is misconduct. As such the claimant is not eligible to receive unemployment insurance benefits.

**DECISION:**

The representative's May 29, 2018, decision (reference 02) is affirmed. The claimant is not eligible to receive unemployment insurance benefits because the claimant was discharged from work for misconduct. Benefits are withheld until the claimant has worked in and has been paid wages for insured work equal to ten times the claimant's weekly benefit amount provided the claimant is otherwise eligible.

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Beth A. Scheetz  
Administrative Law Judge

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Decision Dated and Mailed

bas/rvs