

**IOWA WORKFORCE DEVELOPMENT
UNEMPLOYMENT INSURANCE APPEALS**

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

ALICE M ALM
Claimant

APPEAL NO. 08A-UI-08717-CT

**ADMINISTRATIVE LAW JUDGE
DECISION**

GUARDSMARK
Employer

**OC: 06/29/08 R: 01
Claimant: Respondent (1)**

Section 96.5(2)a – Discharge for Misconduct

STATEMENT OF THE CASE:

Guardsmark filed an appeal from a representative's decision dated September 25, 2008, reference 03, which held that no disqualification would be imposed regarding Alice Alm's separation from employment. After due notice was issued, a hearing was held by telephone on October 15, 2008. Ms. Alm participated personally and Exhibits A through F were admitted on her behalf. The employer participated by Steve Armstrong, Branch Manager, and Wendy Skarin, Site Supervisor. Exhibit One was admitted on the employer's behalf.

ISSUE:

At issue in this matter is whether Ms. Alm was separated from employment for any disqualifying reason.

FINDINGS OF FACT:

Having heard the testimony of the witnesses and having reviewed all of the evidence in the record, the administrative law judge finds: Ms. Alm was employed by Guardsmark from June 16, 2007 until August 19, 2008 as a full-time security officer. She was at all times assigned to work at Farmland Foods. As a security officer, she was required to maintain a daily log concerning activities at the workplace. Ms. Alm was discharged because she provided a copy of a daily log to someone other than a Farmland Foods or Guardsmark employee.

On June 14, 2008, a shag driver for Krajicek, Inc. removed a trailer belonging to Moeller from Farmland Foods to Krajicek, Inc. for repairs. After the repairs were completed, the trailer was returned to Farmland Foods. At some point, Moeller disputed that the trailer had been returned to Farmland Foods on the date indicated. On or about August 13, the shag driver, Doug Sorenson, asked Ms. Alm if he could see the daily log for the date in question to verify that he had written down the correct trailer number. He asked her for a copy to show his supervisor and she made him a copy. Before giving him a copy, she checked the "Passdown Information Sheets" to determine if there were any prohibitions against giving a copy of the report. She did not contact anyone to verify that the copy could be given to Mr. Sorenson.

Farmland Foods became aware that a copy of the daily log had been given to a third party and complained to Guardsmark. When confronted, Ms. Alm acknowledged that she had given a copy of the report to a third party. Under Guardsmark's policies, divulging information is considered a

violation that will result in immediate discharge. The written policy does not identify the types of information that may or may not be divulged. As a result of her conduct in giving out a copy of the log, Ms. Alm was discharged on August 19, 2008. The above matter was the sole reason for her discharge.

REASONING AND CONCLUSIONS OF LAW:

An individual who was discharged from employment is disqualified from receiving job insurance benefits if the discharge was for misconduct. Iowa Code section 96.5(2)a. The employer had the burden of proving disqualifying misconduct. Cosper v. Iowa Department of Job Service, 321 N.W.2d 6 (Iowa 1982). Ms. Alm was discharged after she gave a copy of a daily log to a third party who was not employed by either Farmland Foods or Guardsmark. The employer does have a policy that prohibits divulging information. The policy is so general that it provides no guidance to assist a security officer in determining what can and cannot be divulged. It does not describe the type of information that cannot be divulged. If the policy is taken literally, Ms. Alm would be prohibited from providing any information of any type to anyone not associated with either Farmland Foods or Guardsmark.

Ms. Alm did check the "Passdown Information Sheets" to determine if she could give Mr. Sorenson a copy of the daily log and found nothing that prohibited her actions. At least one of the sheets indicated that problems with trailers were to be reported to shag drivers. Ms. Alm did not contact anyone because she had a good-faith belief that her actions were authorized. The administrative law judge has considered the fact that the employer's policy was not sufficiently detailed such that Ms. Alm should have known her actions were prohibited. Consideration has also been given to the fact that the individual to whom the log was given was associated with the employment in his capacity as a shag driver. Based on the foregoing, the administrative law judge concludes that Ms. Alm's actions constituted no more than an isolated, good-faith error in judgment. Conduct so characterized is not considered misconduct within the meaning of the law.

It was well within the employer's prerogative to discharge Ms. Alm. While the employer may have had good cause to discharge, conduct that might warrant a discharge from employment will not necessarily support a disqualification from job insurance benefits. Budding v. Iowa Department of Job Service, 337 N.W.2d 219 (Iowa 1983). For the reasons stated herein, it is concluded that the employer failed to establish that Ms. Alm deliberately and intentionally acted in a manner she knew to be contrary to the employer's standards or interests. As such, benefits are allowed.

DECISION:

The representative's decision dated September 25, 2008, reference 03, is hereby affirmed. Ms. Alm was discharged, but disqualifying misconduct has not been established. Benefits are allowed, provided she satisfies all other conditions of eligibility.

Carolyn F. Coleman
Administrative Law Judge

Decision Dated and Mailed

cfc/kjw