

**IOWA WORKFORCE DEVELOPMENT
UNEMPLOYMENT INSURANCE APPEALS**

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

DIANNE M MOYER
Claimant

APPEAL NO. 10A-UI-10345-SWT

**ADMINISTRATIVE LAW JUDGE
DECISION**

LONGBRANCH INC
Employer

OC: 06/06/10
Claimant: Appellant (1)

Section 96.5-2-a – Discharge

STATEMENT OF THE CASE:

The claimant appealed an unemployment insurance decision dated July 16, 2010, reference 01, that concluded she was discharged for work-connected misconduct. A telephone hearing was held on September 7, 2010. The parties were properly notified about the hearing. The claimant participated in the hearing. Gary Petrick participated in the hearing on behalf of the employer.

ISSUE:

Was the claimant discharged for work-connected misconduct?

FINDINGS OF FACT:

The claimant worked full time for the employer from September 4, 1990, to June 8, 2010. She had been the hotel manager since 1999. The claimant was informed and understood that under the employer's work rules, guests were required to secure payment for their room in advance with a valid credit card, cash, or certified check. The claimant was not allowed to extend unsecured credit to a guest and allow them to stay in a room without some form of payment.

The claimant allowed a guest to stay in the hotel for several months without paying in advance for the room. She had been instructed by the operations manager, Gary Petrick, to have the guest get her hotel bill current, but as of the June 6, 2010, the guest owed over \$4,000.00 on her bill and continued to reside at the hotel. The employer was forced to evict the guest and never recouped the debt owed by the guest.

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 violation of a known work rule 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. Work-connected misconduct as defined by the unemployment insurance law has been established in this case.

DECISION:

The unemployment insurance decision dated July 16, 2010, 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/css