

**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**

**CRAIG GROSLAND
1114 S SHORE DR
CLEAR LAKE IA 50428**

**SUPER 8 MOTEL OF CLEAR LAKE INC
PO BOX 340
CLEAR LAKE IA 50428**

**ATTORNEY JACK ARMSTRONG
PO BOX 679
MASON CITY IA 50402-0679**

**Appeal Number: 05A-UI-02345-B
OC: 01/23/05 R: 02
Claimant: Appellant (1)**

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, 4th 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 is 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.

(Administrative Law Judge)

(Decision Dated & Mailed)

Section 96.5-2-a – Discharge for Misconduct

STATEMENT OF THE CASE:

Craig Grosland (claimant) appealed an unemployment insurance decision dated February 28, 2005, reference 01, which held that he was not eligible for unemployment insurance benefits because he was discharged from Super 8 Motel of Clear Lake, Inc. (employer) for work-connected misconduct. After hearing notices were mailed to the parties' last-known addresses of record, a hearing was held in Mason City, Iowa, on August 1, 2005. The claimant participated in the hearing with Attorney Jackie Armstrong. The employer participated through Tim Veach, General Manager. Employer's Exhibit One was admitted into evidence.

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 employed as a full-time desk clerk at this motel from April 28, 1997 through January 26, 2005. He was discharged for his refusal to accept responsibility for violating two work policies and his refusal to sign a written warning. When checking in a guest, the employee must either have a pre-authorization on a credit card or cash payment. On approximately January 19, 2005, a group of people were taking five rooms. The claimant only had approval on four rooms but he allowed the group to take the other room anyway. Additionally, guests must sign in for their rooms and the claimant only had a signature for one room, not the other four. The night auditor caught the claimant's errors and notified the employer through voice mail. The payment for the fifth room was not only unauthorized but the credit card was declined so the night auditor contacted the party and was able to get authorization for payment on a different credit card.

The employer prepared a written warning for the claimant on approximately January 24, 2005 and subsequently met with the claimant. The claimant refused to acknowledge that he had done anything wrong, refused to read and sign the written warning. He threatened the employer that he would not take this "sitting down." He said he had nothing to lose if the employer wanted to play hardball, he would play hardball since the employer was the one with the family. The employer ended the meeting and contacted the owners and the assistant manager that evening. It was the decision of management to discharge the claimant and he was notified the next day.

REASONING AND CONCLUSIONS OF LAW:

The issue is whether the employer discharged the claimant for work-connected misconduct. A claimant is not qualified to receive unemployment insurance benefits if an employer has discharged the claimant for reasons constituting work-connected misconduct. Iowa Code § 96.5-2-a.

Iowa Code section 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.

This definition has been accepted by the Iowa Supreme Court as accurately reflecting the intent of the legislature. Huntoon v. Iowa Department of Job Service, 275 N.W.2d 445, 448 (Iowa 1979).

The employer has the burden to prove the claimant was discharged for work-connected misconduct as defined by the unemployment insurance law. Cosper v. Iowa Department of Job Service, 321 N.W.2d 6 (Iowa 1982). The claimant was discharged for his refusal to admit he violated two policies and his refusal to sign a written warning. The failure to acknowledge the receipt of a written reprimand by signing it constitutes job misconduct as a matter of law. Green v. IDJS, 299 N.W.2d 651 (Iowa 1980). The written warning had a blank space in which the claimant could have written his version of the matter but he refused to accept responsibility. The claimant's conduct 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 and benefits are denied.

DECISION:

The unemployment insurance decision dated February 28, 2005, reference 01, is affirmed. The claimant is not eligible to receive unemployment insurance benefits because he was discharged from work for misconduct. Benefits are withheld until he has worked in and been paid wages for insured work equal to ten times his weekly benefit amount, provided he is otherwise eligible.

sdb/tjc