

**IOWA WORKFORCE DEVELOPMENT  
UNEMPLOYMENT INSURANCE APPEALS BUREAU**

---

**SARA D ISAACSON**  
Claimant

**APPEAL 19A-UI-08024-AD-T**

**ADMINISTRATIVE LAW JUDGE  
DECISION**

**RISK ASSESSMENT AND MANAGEMENT**  
Employer

**OC: 09/15/19**  
**Claimant: Appellant (2)**

---

Iowa Code § 96.5(2)a – Discharge for Misconduct  
Iowa Code § 96.5(1) – Voluntary Quitting

**STATEMENT OF THE CASE:**

On October 16, 2019, Sara Isaacson (claimant) filed an appeal from the October 9, 2019, reference 01, unemployment insurance decision that found claimant was discharged for misconduct in connection with her employment. The parties were properly notified about the hearing. A telephone hearing was held on November 4, 2019. The claimant participated personally. Risk Assessment and Management (employer) participated through owner Joseph Kerns. Mr. Kerns called Director of Marketing Dave Delaney as a witness. Employer's Exhibits 1-4 were admitted.

**ISSUE:**

Was the separation a layoff, discharge for misconduct, or voluntary quit without good cause?

**FINDINGS OF FACT:**

Having reviewed all of the evidence in the record, the administrative law judge finds:

The claimant was employed full-time as the office manager beginning on January 10, 2014, and was separated from employment on September 12, 2019, when Mr. Kerns terminated her for discrepancies in her timesheet. Mr. Kerns was claimant's direct supervisor.

Claimant left the office at 1:30 p.m. on August 29 to catch a flight leaving Des Moines at 5:30 p.m. She had initially intended to leave at approximately 3:00 p.m. However, after discussing with coworkers, claimant determined it would not be disruptive to the business if she left earlier. She wanted to leave earlier due to construction which could slow her travel to the airport.

Claimant did not contact Mr. Kerns to get permission to leave earlier than anticipated, as he was traveling that day and she believed he was unavailable. However, Mr. Kerns returned to the office earlier than expected on that day, at approximately 2:00 p.m., and learned claimant had left for the airport at approximately 1:30 p.m. He later reviewed her timesheet and discovered the discrepancy in time reporting for that day, indicating she had worked approximately two hours

longer than she actually did. He also discovered an additional 30 minutes of time recorded by claimant on August 23. The August 23 discrepancy was due to a calculation error by claimant.

Claimant's timesheet indicates she worked 8.5 hours on August 29. See Exhibit 1. However, she actually worked approximately seven hours. Claimant had completed her timesheet earlier that week and signed it dated August 28. See *id.* Mr. Kerns had requested claimant submit her timesheet a little early that week, which claimant did.

Mr. Kerns confronted claimant with the August 23 and 29 discrepancies the following week. Claimant acknowledged the discrepancies and informed Mr. Kerns she intended to correct them on the following monthly timesheet. No corrective action was taken at that time. Claimant had not received warnings about discrepancies in her timesheets prior to this meeting.

Mr. Kerns met with claimant the morning of September 12, 2019 and informed her she was terminated for the timesheet discrepancies on August 23 and 29.

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

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).

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. Before a claimant can be denied unemployment insurance benefits, the employer has the burden to establish the claimant was discharged for work-connected misconduct. *Cosper v. Iowa Department of Job Service*, 321 N.W.2d 6 (Iowa 1982), Iowa Code § 96.5(2)a.

The employer bears the burden of proving that a claimant is disqualified from receiving benefits because of substantial misconduct within the meaning of Iowa Code section 96.5(2). *Myers v. Emp't Appeal Bd.*, 462 N.W.2d 734, 737 (Iowa Ct. App. 1990). The propriety of a discharge is not at issue in an unemployment insurance case. An employer may be justified in discharging an employee, but the employee's conduct may not amount to misconduct precluding the payment of unemployment compensation. Because our unemployment compensation law is designed to protect workers from financial hardships when they become unemployed through no fault of their own, we construe the provisions "liberally to carry out its humane and beneficial purpose." *Bridgestone/Firestone, Inc. v. Emp't Appeal Bd.*, 570 N.W.2d 85, 96 (Iowa 1997). "[C]ode provisions which operate to work a forfeiture of benefits are strongly construed in favor of the claimant." *Diggs v. Emp't Appeal Bd.*, 478 N.W.2d 432, 434 (Iowa Ct. App. 1991).

It is the duty of the administrative law judge as the trier of fact in this case, to determine the credibility of witnesses, weigh the evidence and decide the facts in issue. *Arndt v. City of LeClaire*, 728 N.W.2d 389, 394-395 (Iowa 2007). The administrative law judge may believe all, part or none of any witness's testimony. *State v. Holtz*, 548 N.W.2d 162, 163 (Iowa App. 1996). In assessing the credibility of witnesses, the administrative law judge should consider the evidence using his or her own observations, common sense and experience. *Id.* In determining the facts, and deciding what testimony to believe, the fact finder may consider the following factors: whether the testimony is reasonable and consistent with other believable evidence; whether a witness has made inconsistent statements; the witness's appearance, conduct, age, intelligence, memory and knowledge of the facts; and the witness's interest in the trial, their motive, candor, bias and prejudice. *Id.* Assessing the credibility of the witnesses and reliability of the evidence in conjunction with the applicable burden of proof, as shown in the factual conclusions reached in the above-noted findings of fact, the administrative law judge concludes that the claimant did make sufficient contact to request reassignment and that no assignment was offered.

In this case, there were discrepancies in claimant's timesheets on August 23 and 29. This administrative law judge finds credible claimant's testimony that the August 23 error was simply a miscalculation and thus not deliberate misconduct. Nor was the August 23 error so careless or negligent to evince an intentional and substantial disregard of employer's interests.

Claimant admits the August 29 discrepancy was not a miscalculation. However, this administrative law judge finds credible claimant's testimony that she intended to correct the discrepancy on the next monthly timesheet. Claimant had already submitted her timesheet for that week, as requested, and so could not correct it immediately. She also could not contact Mr. Kerns immediately to request an earlier leave time, as he was traveling that day. Furthermore, she did take the reasonable steps of discussing her leaving earlier than planned with coworkers and only did so after determining her leaving early would not harm the business. Finally, there is no evidence her leaving earlier than planned did in fact cause any harm to the business.

This final act leading to claimant's termination simply does not rise to the level of misconduct warranting denial of benefits. Her conduct as a whole does not "evince[e]...willful or wanton disregard of an employer's interest" or "show an intentional and substantial disregard of the employer's interests or of the employee's duties and obligations to the employer." Rather, claimant's conduct is better characterized as a good faith error in judgment or discretion, which specifically does not constitute misconduct as contemplated by the statute.

**DECISION:**

The October 9, 2019 (reference 01) unemployment insurance decision is reversed. The claimant was discharged for reasons not constituting job-related misconduct. Claimant is awarded benefits.

---

Andrew B. Duffelmeyer  
Administrative Law Judge

---

Decision Dated and Mailed

abd/scn