IN THE COMMONWEALTH COURT OF PENNSYLVANIA

Sandra Kramer,	:	
Petitioner	:	
	:	
v.	:	No. 302 C.D. 2025
	:	Submitted: June 16, 2026
Unemployment Compensation	:	
Board of Review,	:	
Respondent	:	

BEFORE: HONORABLE ANNE E. COVEY, Judge
HONORABLE STACY WALLACE, Judge
HONORABLE STELLA M. TSAI, Judge

OPINION NOT REPORTED

MEMORANDUM OPINION
BY JUDGE WALLACE FILED: November 4, 2026

Sandra Kramer (Claimant) petitions for review of a February 7, 2025 order (Order) of the Unemployment Compensation (UC) Board of Review (Board), which affirmed a decision by a UC Referee (Referee) that Claimant's employer discharged her for willful misconduct, making her ineligible for benefits under Section 402(e) of the UC Law.[1] After careful review, we affirm.

[1] Act of December 5, 1936, Second Ex. Sess., P.L. (1937) 2897, *as amended*, 43 P.S. § 802(e).

BACKGROUND

Bird-in-Hand Corporation (Employer) employed Claimant as its Human Resource and People Development Director (HR Director). Certified Record (C.R.) at 27, 135. Employer discharged Claimant on September 11, 2024. *Id.* at 26.

Employer advised the Unemployment Compensation Service Center (Service Center) that Employer discharged Claimant for violating a work rule, specifically by implementing without authority a wage increase for an employee. *Id.* Claimant approved a wage increase of 50 cents per hour for her son, who worked for one of Employer's businesses. *Id.* at 17, 22. According to Employer, its rule gave managers of the businesses the authority to approve wage increases but did not give the HR Director authority to do so. *Id.* at 26.

Employer advised the Service Center that Claimant knew about the work rule. *Id.* at 35. Claimant's submission to the Service Center said she did not, and asserted that Claimant believed she had authority to approve the increase. *Id.* at 30.

The Service Center found Claimant ineligible based on willful misconduct because she violated the work rule. *Id.* at 49. The determination did not cite any other reason. *Id.*

Claimant appealed, indicating she "assumed" she had authority to approve the increase as HR director. *Id.* at 67. Claimant explained she approved the increase to equalize the employee's hourly rate with the rate paid to others doing the same job. *Id.* Claimant indicated when the CEO, John Smucker, told her she did not have this authority, and rescinded the increase, Claimant apologized. *Id.*

At the hearing the Referee received multiple documents into the record, including the parties' written submissions to the Service Center; the Employer's memo memorializing the meeting at which Employer informed Claimant of her

discharge, which listed the reasons for the discharge; and later text messages between Claimant and Wendy Overdorf, the manager who supervised Claimant's son. *Id.* at 106-07. Employer presented testimony from Smucker, and Claimant testified on her own behalf. *Id.* at 104-31.

Smucker testified he fired Claimant for "going beyond the scope of her authority and granting a pay raise," and also for what "we believe [was] a breach of confidentiality." *Id.* at 110. Employer's memo summarizing the meeting at which Smucker fired Claimant listed the reasons for discharge as Claimant going beyond her authority in granting the pay raise, misrepresenting to the manager that Claimant had authority to do so, and a "breach of confidentiality and trust when you discussed in writing to [sic] Wendy [Overdorf] the contents of the discussions with me, John [Smucker] . . . ." *Id.* at 133.

Smucker testified the work rule allowed managers of individual businesses to approve wage increases, though they sometimes acted in conjunction with Smucker, depending on the position involved. *Id.* at 113-14. Overdorf did not testify, but Employer presented a text message Overdorf sent to Claimant, before Claimant approved the increase, that reads in part: "I really can't sign off on this unless John [Smucker] gives me the OK? . . . [A]s for a raise I can't approve that without John, I was not told I had approval to give raises." *Id.* at 138.[2]

Smucker testified the subject of Claimant's authority to approve wage increases never came up before she approved this increase:

[2] Claimant responded to this message by texting Overdorf that she (Claimant) had the authority to approve the increase but would have Smucker "sign off" on the decision when he returned to the office. C.R. at 139. The Referee and Board rejected as not credible Claimant's testimony that she intended to seek Smucker's "sign off" on the raise. C.R. at 169, 180.

> R[eferee:] Okay. Had this issue ever come up before as far as how much -- what sort of authority that Ms. Kramer [Claimant] had with respect to granting a pay increase? Was that, like, ever a discussion you had had with her?
>
> EW [Smucker:] This particular issue had not come up before in terms of our discussions relative to her capacity to have the authority to grant pay raises . . .

Id. at 115.

Smucker testified management learned of the increase on August 13, 2024. He then rescinded the increase and told Claimant she acted beyond her authority. *Id.* at 111, 115. Per Smucker, Claimant had never approved a wage increase before. *Id.* at 115. In addition, he testified her job description listed her duties but did not include any reference to approving wage increases. *Id.* at 113-14.

Smucker described what he perceived as a breach of confidentiality. *Id.* at 118. Smucker presented an August 13, 2024 text message in which Claimant told Overdorf that Smucker rescinded the wage increase, "basically reprimanded" Claimant, and told her that she had no authority to approve the raise. *Id.* at 140. Smucker also submitted an August 27 message in which Claimant complained to Overdorf about Smucker's "petty" decision to rescind the increase and collect back the increased wages from her son. The message also referred to management making "stupid" decisions and indicated Claimant might leave the company or advise her son to do so, based on what Claimant perceived as unfair treatment of him. *Id.* at 141.

Smucker testified he considered Claimant's text messages to Overdorf unacceptable because "I thought [the discussions] were very confidential." *Id.* at 119. Smucker added: "She was talking to Ms. Overdorf about the content of the conversation that she had with me, and I just think that, as a human resources

director, that's completely taboo. You don't relate to other staff people conversations that you had with your owner and supervisor relative to a personnel issue. That's just not appropriate." *Id.* Smucker further testified these messages "breach[ed] . . . confidentiality relative to this issue and to her son . . . and his work performance and pay rates and et cetera. And as director of HR, confidentiality is just absolutely critical. So there was some disappointment at the time." *Id.* at 120.

Claimant testified she assumed she had authority to approve the raise. *Id.* at 122-23. When asked "what procedure the Employer utilized in order to grant a pay increase," she responded "the managers of the departments were the ones who would do that for their people." *Id.* at 122. She denied, however, that she "unilaterally decided to grant a pay increase" for her son. *Id.* Claimant testified that Overdorf asked Claimant to implement the increase and that she "wouldn't have done it had she not asked me. Nothing would have occurred." *Id.* at 124. Claimant also testified Overdorf thanked Claimant for handling the increase. *Id.* Claimant further explained that she wrote on the "Requested By" line, on the payroll change form used to submit this increase for implementation, her initials, "SEK," followed by the words "for Wendy Overdorf." *Id.*[3]

Claimant confirmed the later August 13 and 27 text messages to Overdorf were part of a private discussion between friends. *Id.* at 125.

The Referee upheld the denial of benefits based on willful misconduct. The Referee found Claimant did not have authority to approve the increase, that only the

[3] The payroll change form contained a second line, directly below the "Requested By" line, with the designation "Authorized By," which was left blank on the form submitted for this increase. C.R. at 134. Other documents confirm, however, that payroll staff implemented the increase after Claimant submitted the form despite the absence of a signature on the "Authorized By" line. *See id.* at 141.

manager had that authority, and that Claimant "should have been aware that she did not have the authority to authorize a pay raise." *Id.* at 144-45. The Referee also concluded Claimant's statements in the later text messages to Overdorf constituted willful misconduct because they disparaged Employer, and because her statement that she might advise her son to leave the company breached her "duty of loyalty and [duty to act in] the utmost good faith in the furtherance and advancement of the employer's interests." *Id*.

Claimant appealed to the Board, again asserting she acted on behalf of Overdorf and at Overdorf's request, and that Claimant believed she had authority to implement the increase. *Id.* at 156-67. The Board affirmed the Referee's decision and adopted his findings and conclusions. *Id.* at 169. The Board rejected, as not credible, Claimant's testimony that she believed she had authority to approve the increase. *Id.* at 170. The Board found Employer terminated Claimant's employment because of the unauthorized wage increase and because of the content of the later text messages to Overdorf. *Id*.[4]

DISCUSSION

We review appeals from the Board to determine whether substantial evidence supports its findings of fact, whether the Board violated a party's constitutional rights, and whether it committed an error of law. 2 Pa.C.S. § 704; *Showers v. Unemployment Comp. Bd. of Rev.*, 64 A.3d 1143, 1146 n.4 (Pa. Cmwlth. 2013). Claimant does not assert any constitutional violation, so this appeal addresses only whether the Board erred as a matter of law by concluding Employer discharged

[4] The Board's findings identify the later text messages as a reason for termination but do not specify whether the Board relied on those messages as evidence of a "breach of confidentiality," as Smucker described in his testimony, or as acts disparaging management and breaching Claimant's duty of loyalty to the company, as the Referee posited.

Claimant for willful misconduct, and whether substantial evidence supports the findings of fact necessary for that ruling.

We conduct plenary review of questions of law, subject to a *de novo* standard of review. *Slippery Rock Area Sch. Dist. v. Unemployment Comp. Bd. of Rev.*, 983 A.2d 1231, 1236 (Pa. 2009); *Cunningham v. Unemployment Comp. Bd. of Rev*., 330 A.3d 20, 29 n.19 (Pa. Cmwlth. 2025). That means "we do not defer to the . . . [Board's] conclusions of law, and we reassess the record with a fresh pair of eyes." *Allegheny Cnty. Dep't of Health v. Wilkerson*, 329 A.3d 111, 117 (Pa. Cmwlth. 2024) (*en banc*).

Substantial evidence is "relevant evidence upon which a reasonable mind could base a conclusion." *Henderson v. Unemployment Comp. Bd. of Rev.*, 77 A.3d 699, 718 (Pa. Cmwlth. 2013). The Board's findings bind this Court if substantial evidence supports them. *Id*. The "presence of conflicting evidence" does not mean the "findings of fact are not supported by substantial evidence." *Johnson v. Unemployment Comp. Bd. of Rev.*, 504 A.2d 989, 990 (Pa. Cmwlth. 1986). We review the evidence "in the light most favorable to the party in whose favor the Board has found, giving that party the benefit of all inferences that can logically and reasonably be drawn from the testimony . . . ." *U.S. Banknote Co. v. Unemployment Comp. Bd. of Rev.*, 575 A.2d 673, 674 (Pa. Cmwlth. 1990) (quoting *Taylor v. Unemployment Comp. Bd. of Rev.*, 378 A.2d 829, 831 (Pa. 1977)). "The Board is the ultimate fact finder and has exclusive power to resolve conflicts in the evidence and to decide witness credibility and the weight to be accorded the evidence." *Wise v. Unemployment Comp. Bd. of Rev.*, 111 A.3d 1256, 1262 (Pa. Cmwlth. 2015).

Under Section 402(e) of the UC Law, an employee is ineligible for benefits for any week in which "unemployment is due to . . . discharge or temporary

suspension from work for willful misconduct connected with" that work. 43 P.S. § 802(e). The statute does not define "willful misconduct," but this Court has defined it to include a "deliberate violation of rules" established by the Employer. *Johns v. Unemployment Comp. Bd. of Rev.*, 87 A.3d 1006, 1009 (Pa. Cmwlth. 2014).

Whether Claimant's actions constitute willful misconduct is a question of law. *Reading Area Water Auth. v. Unemployment Comp. Bd. of Rev.*, 137 A.3d 658, 661 (Pa. Cmwlth. 2016). Deciding whether Claimant's acts constituted willful misconduct requires consideration of all relevant circumstances. *McLean v. Unemployment Comp. Bd. of Rev.*, 383 A.2d 533, 535 (Pa. 1978); *Eshbach v. Unemployment Comp. Bd. of Rev.*, 855 A.2d 943, 947-48 (Pa. Cmwlth. 2004).

Employer bears the burden of establishing willful misconduct. *McLean*, 383 A.2d at 535; *Adams v. Unemployment Comp. Bd. of Rev.*, 56 A.3d 76, 78-79 (Pa. Cmwlth. 2012). Employer must prove Claimant committed willful misconduct and that the misconduct was an actual reason for discharge. *Saleem v. Unemployment Comp. Bd. of Rev.*, 35 A.3d 1283, 1291 (Pa. Cmwlth. 2012); *Ductmate v. Unemployment Comp. Bd. of Rev*., 949 A.2d 338, 344 n.5 (Pa. Cmwlth. 2008).

To establish willful misconduct based on violation of a work rule, Employer must prove the existence of the rule, Claimant's knowledge of the rule, and deliberate violation of the rule. *Johns*, 87 A.3d at 1009; *Williams v. Unemployment Comp. Bd. of Rev.*, 926 A.2d 568, 571 (Pa. Cmwlth. 2007). The Board found Employer adopted a rule that allowed only business managers to approve pay increases and Claimant violated that rule by approving an increase. Substantial evidence supports these findings.

The Referee and Board also found Claimant "should have been aware that she did not have the authority to authorize a pay raise . . . ." C.R. at 69-70, 145. The Board expressly rejected, as not credible, Claimant's testimony that she believed she had that authority. *Id.* at 170. Employer established defined job duties for Claimant, in writing, which did not include approving wage increases. *Id.* at 113-14. Claimant acknowledged the Employer's "procedure . . . to grant a pay increase" was that "the managers of the departments were the ones that would do that for their people." *Id.* at 122. Claimant had never been involved in approving wage increases for any employee before she approved this one. *Id.* at 121. While Claimant testified she relied on Overdorf's alleged request that she approve and implement the raise, *id.* at 124, Overdorf informed Claimant in writing before Claimant implemented the increase that Overdorf did not have authority to approve the raise, and the CEO had to do so, *id.* at 138.

At the very least, this put Claimant on notice that what she "assumed" to be true – that Claimant had authority to approve the increase – was not true. *See id.* at 61. Even if Claimant did not have a subjective belief in her own mind that Employer's rules prohibited her from approving the increase, she is chargeable with that knowledge in light of the facts noted here, especially the clear written advice from Overdorf that CEO approval was required. "'[A]n employee is charged with constructive notice of [a] rule or policy [if] it could have been discovered by due diligence.'" *Pierce-Boyce v. Unemployment Comp. Bd. of Rev.*, 289 A.3d 130, 136 (Pa. Cmwlth. 2022) (quoting *Gibson v. Unemployment Comp. Bd. of Rev.*, 760 A.2d 492, 495 (Pa. Cmwlth. 2000)).[5] An HR Director, of all positions, should understand

[5] In *Pierce-Boyce*, we noted that "Claimant denied awareness of Employer's work rules" but "acknowledged the policies were available online," and on that basis held "substantial evidence
(Footnote continued on next page…)

that companies establish rules about who may approve particular personnel actions within the company. On this record the Board correctly concluded the knowledge requirement was satisfied and that Claimant's violation of the rule, testified to by Smucker and found by the Board, constituted willful misconduct.[6]

Claimant argues even if she violated a work rule, she had good cause. Because Employer established the elements of willful misconduct based on violation of a work rule, the burden shifted to Claimant to show good cause. C.R. at 179; *see Ellis v. Unemployment Comp. Bd. of Rev.*, 59 A.3d 1159, 1164 (Pa. Cmwlth. 2013).

The Board correctly determined Claimant did not establish good cause. Claimant argues her conduct was objectively reasonable based on her past experience and her collaboration with the manager who had authority to approve the raise. Claimant Br. at 6-7. However, the Board adopted the Referee's findings, which rejected Claimant's testimony supporting her argument for good cause as not credible. C.R. at 169, 180. Claimant argued she reasonably relied on Overdorf's alleged request that Claimant implement the increase, *id.* at 124, but Overdorf's text message to Claimant explicitly told Claimant that Overdorf could not sign off on the raise without Smucker's approval, *id.* at 138. Accordingly, Claimant could not rely on Overdorf's request as a basis for implementing the raise.

Claimant also argues she had good cause to approve the raise because it equalized the pay rates for multiple employees doing the same job. Claimant Br. at

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supports the Board's finding that . . . Claimant was aware or should have been aware of Employer's policies." *Id.* at 136-37.

[6] Given our determination of this issue we need not address the alternative theory of willful misconduct Employer advanced at the hearing (breach of confidentiality, by sharing with Overdorf Claimant's conversations with Smucker), or the alternative theories relied on by the Referee and the Board (disparaging management and breach of loyalty).

4. This argument misses the point. The rule Claimant violated did not address *whether* two employees doing the same job should get the same hourly rate, but rather *who* had the authority to make that decision. Treating Claimant's approval of the raise as "good cause" for violating the work rule would, in this context, simply read the company's rule out of existence.

Finally, Claimant invokes the "remoteness doctrine," arguing Employer's delay in discharging her, and its intervening grant to her of a substantial pay increase accompanied by a glowing performance review, precluded the Board from treating Claimant's actions as willful misconduct. Claimant Br. at 6.

An employer cannot rely on willful misconduct remote in time from the discharge if the delay is unexplained or "action on the part of the employer indicat[es] . . . it condoned the claimant's conduct." *Raimondi v. Unemployment Comp. Bd. of Rev.*, 863 A.2d 1242, 1247 (Pa. Cmwlth. 2004). We do not conclude that rule applies to the facts of this case. Smucker testified he learned about the pay increase on August 13, 2024, and about the offending text messages on or around August 27. He also testified he decided to discharge Claimant during the week of September 2, and did so on September 11, two days after delivering a favorable evaluation and informing Claimant she would receive a substantial pay raise. C.R. at 111-12, 127-29. The Referee and Board credited Smucker's testimony that the company needed time to investigate the facts and discuss the decision internally, and that the manager's absence on vacation for part of the time following this incident delayed the investigation. *Id.* at 144, 170. The Board found these facts adequately explained the delay between Employer learning of the conduct and the actual discharge. *Id*. at 170. Substantial evidence supports that finding which is binding upon us.

Furthermore, the Board did not find Employer condoned the conduct, and the record does not contain evidence showing Employer told Claimant it condoned her conduct or led her to believe that Employer did so. *See Letterkenny Army Depot v. Unemployment Comp. Bd. of Rev.*, 648 A.2d 358, 361 (Pa. Cmwlth. 1994); *Betres Group v. Unemployment Comp. Bd. of Rev.* (Pa. Cmwlth., No. 1607 C.D. 2016, filed Feb. 26, 2018), slip op. at 6-7 ("[T]here generally must be some evidence in the record that the employer directly communicated to the employee that it condoned or permitted the conduct or that the employer took some action that led the employee to believe that the employer condoned such conduct.").[7] Based on the record, and accepting the Board's findings, as we must, we cannot conclude a delay of less than a month precludes Employer from relying on Claimant's willful misconduct, or that Employer condoned her conduct.

CONCLUSION

For the reasons stated in this Memorandum Opinion, we affirm the Order.

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STACY WALLACE, Judge

[7] We may rely upon unreported memorandum opinions filed after January 15, 2008, such as the opinion cited here, for their persuasive value. *See City of Phila. v. 1531 Napa, LLC*, 333 A.3d 39, 47 n.6 (Pa. Cmwlth. 2025).

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O R D E R

AND NOW, this 4th day of November 2026, the February 7, 2025 Order of the Unemployment Compensation Board of Review is **AFFIRMED**.

STACY WALLACE, Judge