

**IOWA WORKFORCE DEVELOPMENT
UNEMPLOYMENT INSURANCE APPEALS**

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

KATHIE L GILLETT

Claimant

APPEAL NO. 12A-UI-12751-SWT

**ADMINISTRATIVE LAW JUDGE
DECISION**

CASEY'S MARKETING COMPANY

Employer

OC: 09/23/12

Claimant: Appellant (1)

Section 96.5-2-a – Discharge

STATEMENT OF THE CASE:

The claimant appealed an unemployment insurance decision dated October 18, 2012, reference 01, that concluded she was discharged for work-connected misconduct. A telephone hearing was held on November 19, 2012. The parties were properly notified about the hearing. The claimant participated in the hearing. Whitney Shanker participated in the hearing on behalf of the employer. Exhibits One through Four were admitted into evidence at the hearing.

ISSUE:

Was the claimant discharged for work-connected misconduct?

FINDINGS OF FACT:

The claimant worked full time for the employer from August 1985 to September 19, 2012. Since 1988, she was store manager of the Malvern store. One of the claimant's job duties including making sure her store was clean and organized.

The claimant was warned about keeping her store clean on October 26, 2011; May 23, 2012; and June 4, 2012. The June 4 warning was a three-day suspension and final warning that any further discipline would result in her termination.

The area supervisor discovered on September 11 that the claimant had failed to make sure the shelves in her store were clean as she had been instructed. She had not conducted interviews to keep her store properly staffed. Because she was on a final warning, the employer discharged the claimant on September 19, 2012.

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 was discharged due to repeated negligence in carrying out her duties as store manager. This repeated negligence was a material breach of her job duties and, therefore equaled willful misconduct in culpability. She was repeatedly warned about her deficiencies but the failures in her job duties continued. Work-connected misconduct has been established.

DECISION:

The unemployment insurance decision dated October 18, 2012, 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