

FINDINGS OF FACT:

The claimant started working for the employer on October 20, 2002. She worked part time as a cashier and pizza maker. The employer's policy informed employees that any time an employee takes something from the employer without paying for the item, the employer might discharge the employee. In April, Gillette informed employees they could no longer use IOUs or pay for items later. Instead the employer required employees to pay for the items at the time of purchase.

On September 16, the claimant ordered a pizza that her babysitter picked up and took to the claimant's home. The claimant did not pay for the pizza right away, but planned to pay for it at the end of her shift. When the claimant discovered she did not have any checks with her, she asked the pizza maker to mark the pizza the claimant had ordered as burned or damaged so the claimant would not have to pay for the pizza. When the pizza maker would not do this, the claimant tore up the store copy of the pizza order.

The claimant did not contact Gillette to let her know about her dilemma or say anything to the pizza maker about paying \$10.00 the next day because she did not have any checks with her that night. The claimant left work at the end of her shift, with nothing indicating she had purchased a pizza.

Gillette became aware of the September 16 incident and reviewed the employer's videotape to make sure the claimant had not paid for the pizza she ordered and her babysitter picked up. Even though the claimant's job was not in jeopardy prior to September 16, the employer discharged the claimant on September 17 for violating the employer's policy – taking product without paying for it. The employer also concluded the claimant attempted to hide the fact she had ordered a pizza and had no intention of paying for it.

REASONING AND CONCLUSIONS OF LAW:

A claimant is not qualified to receive unemployment insurance benefits if an employer discharges her for reasons constituting work-connected misconduct. Iowa Code § 96.5-2-a. For unemployment insurance purposes, misconduct amounts to a deliberate act and a material breach of the duties and obligations arising out of a worker's contract of employment. Misconduct is a deliberate violation or disregard of the standard of behavior the employer has a right to expect from employees or is an intentional and substantial disregard of the employer's interests or of the employee's duties and obligations to the employer. Inefficiency, unsatisfactory conduct, unsatisfactory performance due to inability or incapacity, inadvertence or ordinary negligence in isolated incidents, or good faith errors in judgment or discretion are not deemed to constitute work-connected misconduct. 871 IAC 24.32(1)(a).

The evidence indicates the claimant took a pizza home without paying for it on September 16, 2005. By doing so, the claimant knowingly violated the employer's rule. The claimant asserted she intended to pay for the pizza the next day, but her actions do not support this. On September 16, instead of telling the pizza maker she did not have any checks to pay for the pizza and would pay for the pizza the next day, the claimant asked a co-worker to report that the pizza burned so the claimant would not have to pay for a damaged pizza. Additionally, instead of writing a note or contacting Gillette, the claimant tore up the store's copy of the pizza order on September 16, 2005. The claimant's actions on September 16 led the employer to reasonably believe the claimant had no intention of paying for the \$10.00 pizza. A

preponderance of the evidence establishes the claimant committed work-connected misconduct. As of September 25, 2005, the claimant is not qualified to receive unemployment insurance benefits.

DECISION:

The representative's October 11, 2005 decision (reference 01) is affirmed. The employer discharged the claimant for reasons constituting work-connected misconduct. The claimant is disqualified from receiving unemployment insurance benefits as of September 25, 2005. This disqualification continues until she has been paid ten times her weekly benefit amount for insured work, provided she is otherwise eligible. The employer's account will not be charged.

dlw/kjw