

**IOWA WORKFORCE DEVELOPMENT
UNEMPLOYMENT INSURANCE APPEALS**

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

CRYSTAL D POLK
Claimant

APPEAL NO: 14A-UI-12349-ET

**ADMINISTRATIVE LAW JUDGE
DECISION**

REGIONS BANK
Employer

OC: 11/02/14
Claimant: Appellant (1)

Section 96.5-2-a – Discharge/Misconduct

STATEMENT OF THE CASE:

The claimant filed a timely appeal from the November 24, 2014, reference 01, decision that denied benefits. After due notice was issued, a hearing was held by telephone conference call before Administrative Law Judge Julie Elder on December 18, 2014. The claimant participated in the hearing. Terri Forcht, Regional Operations Manager, participated in the hearing on behalf of the employer. Employer's Exhibits One through Three were admitted into evidence.

ISSUE:

The issue is whether the employer discharged the claimant for work-connected misconduct.

FINDINGS OF FACT:

Having reviewed all of the evidence in the record, the administrative law judge finds: The claimant was employed as a full-time teller I for Regions Bank from August 18, 2014 to November 5, 2014. She was discharged for force balancing her teller drawer.

On November 4, 2014 Regional Operations Manager Terri Forcht went to the bank branch the claimant worked at to perform a semi-annual surprise cash count. The claimant was not working that day. Two associates obtained the keys to the claimant's cash supply using the dual control method required by the employer. Under the dual control rule two associates must be present at all times when the drawer is counted and no one has access until the drawer keys are retrieved using the dual control system.

The two associates and Ms. Forcht went in the back of the bank and got the claimant's cash drawer out and Associate Mary Hess and Ms. Forcht counted the drawer using the dual control system. They also acquired the claimant's balance sheet from November 3, 2014 and compared the drawer to the balance sheet. When they got to the one-hundred dollar bills the cash balance sheet indicated there were four one-hundred dollar bills in the drawer but Ms. Forcht and Ms. Hess only found three one-hundred dollar bills. They had to verify the full drawer and verify the cash total and when they signed on to the teller system to balance the drawer they entered the numbers and the claimant's drawer was \$100 short. At that time, Ms. Forcht determined the claimant used "force balancing" and she was required to notify the human resources department of the discrepancy.

The employer's policy prohibits the use of "forced balancing" which is "any effort to conceal or hide that cash funds in their teller window are missing" (Employer's Exhibit One). The employer determined the claimant's actions were a case of forced balancing and the decision was made to terminate the claimant's employment because the employer has zero tolerance for forced balancing (Employer's Exhibit One). The policy further states, "Any force balancing may result in disciplinary action up to and including termination" (Employer's Exhibit One). The claimant signed the policy September 24, 2014 (Employer's Exhibit One). The employer never located the missing money and believes there is "no way" for that type of action to be a mistake.

At the time of termination the claimant stated that earlier on November 3, 2014 her drawer was off \$1.10 but she found and corrected the error and her drawer balanced that evening. She denies that she stole the one-hundred dollar bill discovered missing from her drawer. She also stated there was an issue between she and Ms. Hess and a meeting was scheduled regarding Ms. Hess creating a hostile work environment but it did not occur. There was a workplace friendship between Ms. Hess and Ms. Forcht. The employer denies either of those things had anything to do with the claimant's discharge from employment.

REASONING AND CONCLUSIONS OF LAW:

For the reasons that follow, the administrative law judge concludes the claimant was discharged from employment for disqualifying job misconduct.

Iowa Code § 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.

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).

The employer has the burden of proving disqualifying misconduct. Cosper v. Iowa Department of Job Service, 321 N.W.2d 6 (Iowa 1982). While the claimant's drawer did not balance, there is not enough evidence to conclude she took the missing \$100.00 bill. It does appear the claimant force-balanced her paperwork to cover the fact the \$100.00 bill was missing and that her actions violated a policy known to, and signed by, her. Force balancing in banking is an intentional act done in an effort to cover the fact money is missing from the drawer and that the drawer does not balance. Banks stress the policy prohibiting forced balancing as it is critically important in the banking industry that all of the money be accounted for. Although this could be considered an isolated incident of misconduct, it was an action of such severe consequence and magnitude, and demonstrates an untrustworthiness that forced the employer to terminate her employment as it could not allow her to continue in her position unless it trusted her unconditionally and due to her actions it no longer could do so.

Under these circumstances, the administrative law judge concludes the claimant's conduct demonstrated a willful disregard of the standards of behavior the employer has the right to expect of employees and shows an intentional and substantial disregard of the employer's interests and the employee's duties and obligations to the employer. The employer has met its burden of proving disqualifying job misconduct. Cosper v. IDJS, 321 N.W.2d 6 (Iowa 1982). Therefore, benefits are denied.

DECISION:

The November 24, 2014, reference 01, decision is affirmed. The claimant was discharged from employment due to job-related misconduct. Benefits are withheld until such time as she has worked in and been paid wages for insured work equal to ten times her weekly benefit amount, provided she is otherwise eligible.

Julie Elder
Administrative Law Judge

Decision Dated and Mailed

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