

**IOWA WORKFORCE DEVELOPMENT
UNEMPLOYMENT INSURANCE APPEALS**

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

MICHELE R CARDER
Claimant

APPEAL NO. 09A-UI-14570-ST

PROGRESS INDUSTRIES
Employer

**ADMINISTRATIVE LAW JUDGE
DECISION**

OC: 08/23/09
Claimant: Appellant (1)

Section 96.5-2-a – Discharge for Misconduct
871 IAC 24.32(1) – Definition of Misconduct

STATEMENT OF THE CASE:

The claimant appealed a department representative's decision dated September 16, 2009, reference 01, that held she was discharged for misconduct on August 26, 2009. A telephone hearing was held on October 26, 2009. The claimant participated. Shelly Nesheim, Office Administrator, participated for the employer. Employer Exhibit One was received as evidence.

ISSUE:

The issue is whether the claimant was discharged for misconduct.

FINDINGS OF FACT:

The administrative law judge, having heard the testimony of the witnesses, and having considered the evidence in the record, finds that: The claimant began full-time employment as a residential instructor on February 18, 2008, and last worked on August 26, 2009. The claimant was the subject of progressive discipline from September 3, 2008 to May 5, 2009 that involved counseling, warnings and probation for missing money and/or receipts. The claimant was put on notice after the May probation that a further incident could mean termination.

Management discovered on August 16, 2009 that the claimant did not have a receipt for a customer cash purchase. The claimant acknowledged handling the transaction, and stated she would produce the receipt. When the claimant failed to comply by the August 19 deadline date, she was terminated.

REASONING AND CONCLUSIONS OF LAW:

Iowa Code section 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.

871 IAC 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.

The administrative law judge concludes that the employer established misconduct in the discharge of the claimant on August 26, 2009, for repeated failure to follow the employer cash receipt policy in light of progressive discipline.

The employer documentation corroborated testimony that claimant failed to produce the requested receipt that was found missing on August 16, as this was repeated occurrence for which the claimant had been disciplined.

DECISION:

The decision of the representative dated September 16, 2009, reference 01, is affirmed. The claimant was discharged for misconduct in connection with employment on August 16, 2009. Benefits are denied, until the claimant requalifies by working in and being paid wages for insured work equal to ten times his weekly benefit amount, provided the claimant is otherwise eligible.

Randy L. Stephenson
Administrative Law Judge

Decision Dated and Mailed

rls/pjs