

**IOWA WORKFORCE DEVELOPMENT  
UNEMPLOYMENT INSURANCE APPEALS**

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

**AMBER K WANDER**  
Claimant

**APPEAL NO. 07A-UI-07210-NT**

**ADMINISTRATIVE LAW JUDGE  
DECISION**

**CASEY'S MARKETING COMPANY**  
Employer

**OC: 07/01/07 R: 02  
Claimant: Appellant (1)**

Section 96.5-2-a – Discharge for Misconduct

**STATEMENT OF THE CASE:**

Amber Wander filed an appeal from a representative's decision dated July 19, 2007, reference 01, which denied benefits based upon her separation from Casey's Marketing Company. After due notice was issued, a hearing was held by telephone on August 9, 2007. Ms. Wander participated personally. The employer participated by Ms. Jean Yamagata, store manager.

**ISSUE:**

At issue in this matter is whether the claimant was discharged for misconduct in connection with her work.

**FINDINGS OF FACT:**

The administrative law judge, having heard the testimony and having considered all the evidence in the record, finds: The claimant worked for this employer from February 21, 2006, until June 21, 2007, when she was discharged from employment. Ms. Wander held the position of cashier and was paid by the hour. Her immediate supervisor was Jean Yamagata.

The claimant was discharged after a review of company surveillance tapes showed that the claimant had violated company cash handling policies by failing to pay for a food item that had been scanned for purchase. Ms. Wander allowed a nighttime pizza person to scan a snack item. These surveillance tapes did not show the claimant or the other worker paying for the item and the claimant did not issue a cash receipt as required by company policy. The claimant's cash drawer was short the following morning. Ms. Wander was aware of the company's strict cash handling policy through orientation and training. Consumption of products, misappropriation, or pilfering is strictly prohibited and employees are required to ring up any items for personal use or consumption, to pay for the items, and to issue and retain a cash register receipt for the purchases.

It is the claimant's position that later in the shift she paid for the item in question and that she allowed the pizza worker to "borrow" \$3.00 in purchases from her during the course of his evening shift. At the time she was confronted about the matter, Ms. Wander agreed that her conduct was a violation of company policy and understood the basis for her termination.

**REASONING AND CONCLUSIONS OF LAW:**

The administrative law judge concludes, based upon the evidence in the record, that the employer has sustained its burden of proof in establishing that the claimant's discharge took place under disqualifying conditions. The evidence in the record establishes that Ms. Wander was aware of the company's strict cash handling policy and was aware that failure to follow it could result in disciplinary action up to and including termination. The evidence establishes that on the night in question that the claimant allowed a fellow employee to scan a food item that was not paid for at the time and was consumed by the other worker. Ms. Wander did not issue a cash receipt as required at the time of the transaction. Although the claimant maintains that she did not immediately pay for the item because of other customers, the claimant's statement is contradicted by the testimony of Ms. Yamagata, who testified that the surveillance tapes showed no other customers in the facility at the time of the transaction in question.

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.

For the reasons stated herein, the administrative law judge concludes that the claimant's discharge took place for misconduct in connection with her work, specifically the claimant's failure to follow known and required cash handling policies. Benefits are withheld.

**DECISION:**

The representative's decision dated July 19, 2007, reference 01, is hereby affirmed. The claimant was discharged under disqualifying conditions. Benefits are withheld until the claimant has worked in and been paid wages for insured work equal to ten times her weekly job insurance benefit amount, provided she satisfies all other conditions of eligibility.

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Terence P. Nice  
Administrative Law Judge

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Decision Dated and Mailed

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