

**IOWA WORKFORCE DEVELOPMENT  
UNEMPLOYMENT INSURANCE APPEALS**

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

**JODY M HAMILTON**  
Claimant

**APPEAL NO: 07A-UI-05179-DWT**

**ADMINISTRATIVE LAW JUDGE  
DECISION**

**AMERISTAR CASINO CO BLUFFS INC**  
Employer

**OC: 04/22/07 R: 12**  
**Claimant: Respondent (2)**

Section 96.5-2-a – Discharge  
Section 96.3-7 – Recovery of Overpayment of Benefits

**STATEMENT OF THE CASE:**

Ameristar Casino Council Bluffs, Inc. (employer) appealed a representative's May 11, 2007 decision (reference 01) that concluded Jody M. Hamilton (claimant) was qualified to receive unemployment insurance benefits, and the employer's account was subject to charge because the claimant had been discharged for nondisqualifying reasons. After hearing notices were mailed to the parties' last-known addresses of record, a telephone hearing was held on June 6, 2007. The claimant participated in the hearing. Lesley Buhler represented the employer. Aubrey Claar and Shila Kinsley testified on the employer's behalf. Based on the evidence, the arguments of the parties, and the law, the administrative law judge enters the following findings of fact, reasoning and conclusions of law, and decision.

**ISSUES:**

Did the employer discharge the claimant for work-connected misconduct?

Has the claimant been overpaid any unemployment insurance benefits?

**FINDINGS OF FACT:**

The claimant started working for the employer on June 13, 2006. The claimant worked for the employer as a full-time auditor for only about one month. Claar supervised the claimant.

On April 19, Claar talked to the claimant about the way she entered drops made by cashiers throughout a shift. The claimant had not been entering drops correctly. On April 19, the claimant indicated she did not believe she needed any more training even though she had not been entering drop amounts correctly.

On April 23, 2007, the claimant received Claar's permission to leave work early after she had completed her audits. The claimant was in the process of moving and had a lot of things on her mind. One of the audits the claimant did on April 23 was about the second time she had done such a report. This audit required the claimant to verify a credit card transaction of over \$5,000.00. On the claimant's audit report, she indicated she had reviewed the credit card

transaction paperwork and verified the transaction. The claimant did not have the supporting paperwork to do the verification. The supporting paperwork was not with the audit report as it should have been. Another auditor noticed this audit report had not been completed because the supporting documents were not with the report and notified Claar of this situation.

When the claimant returned to work on April 26, the employer asked the claimant how she could verify she had reviewed the supporting documentation and did not have the paperwork to review. The claimant had no idea how she could have done this. The employer considered the claimant's actions on April 23 to constitute falsification of a financial document. On April 26, the employer discharged the claimant for falsifying a financial document on April 23.

#### **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. The employer has the burden to prove the claimant was discharged for work-connected misconduct as defined by the unemployment insurance law. Cosper v. Iowa Department of Job Service, 321 N.W.2d 6 (Iowa 1982). The propriety of a discharge is not at issue in an unemployment insurance case. An employer may be justified in discharging an employee, but the employee's conduct may not amount to misconduct precluding the payment of unemployment compensation. The law limits disqualifying misconduct to willful wrongdoing or repeated carelessness or negligence that equals willful misconduct in culpability. Lee v. Employment Appeal Board, 616 N.W.2d 661, 665 (Iowa 2000).

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 facts establish the claimant indicated she had reviewed a credit card receipt when in fact she had not. Since the claimant provided no explanation for such action, a preponderance of the evidence indicates she intentionally indicated she had verified a credit card transaction when she had not. The claimant's failure to obtain the paperwork for a credit card transaction that was over \$5,000.00 amounts to an intentional and substantial disregard of the employer's interests. The employer discharged the claimant for reasons amounting to work-connected misconduct. As of April 22, 2007, the claimant is not qualified to receive unemployment insurance benefits.

If an individual receives benefits she is not legally entitled to receive, the Department shall recover the benefits even if the individual acted in good faith and is not at fault in receiving the overpayment. Iowa Code § 96.3-7. The claimant is not legally entitled to receive benefits for the weeks ending April 28 through June 2, 2007. The claimant has been overpaid \$1,400.00 in benefits she received for these weeks.

#### **DECISION:**

The representative's May 11, 2007 decision (reference 01) is reversed. The employer discharged the claimant for reasons that constitute work-connected misconduct. The claimant

is disqualified from receiving unemployment insurance benefits as of April 22, 2007. This disqualification continues until she has been paid ten times her weekly benefit amount for insured work, provided she is otherwise eligible. The employers' account will not be charged. The claimant is not legally entitled to receive benefits for the weeks ending April 28 through June 2, 2007. The claimant has been overpaid and must repay a total of \$1,400.00 in benefits she received for these weeks.

---

Debra L. Wise  
Administrative Law Judge

---

Decision Dated and Mailed

dlw/css