

**IOWA WORKFORCE DEVELOPMENT
UNEMPLOYMENT INSURANCE APPEALS BUREAU**

TRENTON A RANNELLS
Claimant

GIPH RESTAURANTS LLC
Employer

APPEAL 21A-UI-01532-DZ-T
**ADMINISTRATIVE LAW JUDGE
DECISION**

OC: 09/13/20
Claimant: Appellant (1)

Iowa Code § 96.5(2)a – Discharge for Misconduct
Iowa Code § 96.5(1) – Voluntary Quit

STATEMENT OF THE CASE:

Trenton A Rannells, the claimant/appellant, filed an appeal from the December 8, 2020, (reference 01) unemployment insurance decision that denied benefits. The parties were properly notified of the hearing. A telephone hearing was held on February 22, 2021. Mr. Rannells participated and testified. The employer participated through Jenn Earle, area coach. Employer's Exhibit 1 was admitted into evidence. Official notice was taken of the administrative record.

ISSUE:

Was Mr. Rannells discharged for misconduct?

FINDINGS OF FACT:

Having reviewed all of the evidence in the record, the administrative law judge finds: Mr. Rannells began working for the employer on December 15, 2016. He worked as a full-time restaurant general manager at Pizza Hut. His last day of work was September 15, 2020 when his employment was terminated.

The employer's policy provides that deposits from each restaurant are to be deposited at the bank no later than one day after the deposit is created. An employee who violates the policy is subject to immediate termination. The policy further provides that loss of more than one deposit is grounds for immediate termination, except if the deposit is lost due to an armed robbery. As the restaurant general manager, Mr. Rannells was responsible for ensuring that deposits for the store he managed were made no later than one day after the deposit was created and that deposits were not lost.

On August 11, 2020, Mr. Rannells was issued a written warning because a deposit created on July 4, 2020 never posted at the bank. Mr. Rannells was warned that loss of future deposits would result in disciplinary action.

On September 8, 2020 Ms. Earle learned from another manager at the store that Mr. Rannells managed that the deposits created on September 4, 2020 and September 6, 2020 were missing. Ms. Earle asked Mr. Rannells about the deposits and he did not know where they were. The employer investigated and never found the two missing deposits. As part of the investigation, Ms. Earle learned that the deposits created on September 3, 2020, September 5, 2020, and September 7, 2020 were not taken the bank. Mr. Rannells worked on September 4, 2020, September 5, 2020 and September 7, 2020.

On September 15, 2020, Mr. Rannells employment was terminated for violating the employer's policy regarding ensuring deposits are taken to the bank and two missing deposits.

REASONING AND CONCLUSIONS OF LAW:

For the reasons that follow, the administrative law judge concludes Mr. Rannells was discharged from employment due to job-related misconduct.

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.

This definition has been accepted by the Iowa Supreme Court as accurately reflecting the intent of the legislature. *Huntoon v. Iowa Department of Job Service*, 275 N.W.2d 445, 448 (Iowa 1979).

The employer has the burden of proof in establishing disqualifying job misconduct. *Cosper v. Iowa Dep't of Job Serv.*, 321 N.W.2d 6 (Iowa 1982). The issue is not whether the employer made a correct decision in separating claimant, but whether the claimant is entitled to unemployment insurance benefits. *Infante v. Iowa Dep't of Job Serv.*, 364 N.W.2d 262 (Iowa Ct. App. 1984). Generally, continued refusal to follow reasonable instructions constitutes misconduct. *Gilliam v. Atlantic Bottling Co.*, 453 N.W.2d 230 (Iowa Ct. App. 1990). Misconduct must be "substantial" to warrant a denial of job insurance benefits. *Newman v. Iowa Dep't of Job Serv.*, 351 N.W.2d 806 (Iowa Ct. App. 1984).

The employer is entitled to establish reasonable work rules and expect employees to abide by them. The employer has presented credible evidence that Mr. Rannells did not fulfill his responsibility, as the general manager, to ensure that deposits were deposited at the bank no later than one day after they were created and thereby ensure that deposits did not go missing. Mr. Rannells had been warned about the no-later-than-one-day rule just over a month prior to his termination. Despite having been warned and working three of the five days when deposits were created but not deposited at the bank, Mr. Rannells did not ensure that the deposits were taken to the bank. This is disqualifying misconduct.

DECISION:

The December 8, 2020, (reference 01) unemployment insurance decision is affirmed. Mr. Rannells was discharged from employment due to job-related misconduct. Benefits are withheld until such time as he has worked in and been paid wages for insured work equal to ten times his weekly benefit amount, provided he is otherwise eligible.



Daniel Zeno
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March 3, 2021
Decision Dated and Mailed

dz/kmj