

**IOWA WORKFORCE DEVELOPMENT  
UNEMPLOYMENT INSURANCE APPEALS**

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

**CHRISTINA M CALDERON**  
Claimant

**APPEAL NO. 07A-UI-04421-AT**

**ADMINISTRATIVE LAW JUDGE  
DECISION**

**FAST CASH OF AMERICA INC**  
Employer

**OC: 04/01/07 R: 04  
Claimant: Appellant (1)**

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

**STATEMENT OF THE CASE:**

Christina M. Calderon filed a timely appeal from an unemployment insurance decision dated April 20, 2007, reference 01, that disqualified her for benefits. After due notice was issued, a telephone hearing was held May 14, 2007 with Human Resources Manager Tina Hute participating for the employer, Fast Cash of America, Inc. Although Ms. Calderon provided a telephone number at which she could be contacted, her number was answered by a recording stating that she was not taking calls at that time. There has been no contact from the claimant.

**ISSUE:**

Was the claimant discharged for misconduct in connection with her employment?

**FINDINGS OF FACT:**

Having heard the testimony of the witness and having examined all of the evidence in the record, the administrative law judge finds: Christina M. Calderon was employed as a customer service representative by Fast Cash of America, Inc. from September 25, 2006 until she was discharged April 3, 2007.

The final incident leading to the decision to discharge Ms. Calderon was her tardiness on April 3, 2007. Ms. Calderon was to open the business at 9:00 a.m. She did not do so until 9:17 a.m. In addition to this incident, the employer considered the fact that Ms. Calderon's cash drawer had been short by \$70.00 on January 24, by \$11.55 on February 4 and by approximately \$100.00 on March 23.

**REASONING AND CONCLUSIONS OF LAW:**

The question is whether the evidence establishes that the claimant was discharged for misconduct in connection with her employment. It does.

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 final incident leading to the discharge was the claimant's tardiness on April 3, 2007. While this in itself would not be sufficient to justify disqualification for benefits, it does allow the administrative to consider previous incidents. As noted in the definition set out above, repeated acts of carelessness or negligence may also constitute misconduct. The administrative law judge concludes that three incidents of carelessness in cash handling coupled with the final incident of tardiness is sufficient to establish misconduct. Benefits are withheld.

**DECISION:**

The unemployment insurance decision dated April 20, 2007, reference 01, is affirmed. Benefits are withheld until the claimant has worked in and has been paid wages for insured work equal to ten times her weekly benefit amount, provided she is otherwise eligible.

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Dan Anderson  
Administrative Law Judge

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Decision Dated and Mailed

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