

**IOWA WORKFORCE DEVELOPMENT
UNEMPLOYMENT INSURANCE APPEALS**

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

SARAH CARTER
Claimant

APPEAL NO. 08A-UI-00517-ET

**ADMINISTRATIVE LAW JUDGE
DECISION**

US BANK NATIONAL ASSOCIATION
Employer

**OC: 12-16-07 R: 03
Claimant: Appellant (1)**

Section 96.5-2-a – Discharge/Misconduct

STATEMENT OF THE CASE:

The claimant filed a timely appeal from the January 3, 2008, reference 01, decision that denied benefits. After due notice was issued, a hearing was held by telephone conference call before Administrative Law Judge Julie Elder on January 3, 2008. The claimant participated in the hearing. Connie Pearman, District Manager, participated in the hearing on behalf of the employer.

ISSUE:

The issue is whether the employer discharged the claimant for work-connected misconduct.

FINDINGS OF FACT:

Having reviewed all of the evidence in the record, the administrative law judge finds: The claimant was employed as a full-time teller for U.S. Bank National Association from April 26, 2006 to December 15, 2007. On October 30, 2007, the claimant received a verbal warning after she processed a \$50.00 deposit into an account held by her and her mother September 24, 2007, in violation of the Code of Ethics prohibiting an employee from processing any transactions on an account on which she is an owner. The claimant realized what she had done shortly after the incident occurred and reported it to her supervisor. Her supervisor called the district manager and both issued the claimant a verbal warning and told her the only reason her employment was not being terminated at the time was because she self-reported but if it happened again, she would be discharged, and the claimant indicated she understood. On December 13, 2007, the district manager was notified by corporate security that the claimant had again processed a transaction November 9, 2007, on an account where she was an owner with her sister. The \$505.50 check was deposited by her sister's boyfriend with \$410.50 credited to the boyfriend's account and \$95.00 credited to the claimant and her sister's account. The claimant admitted she violated the Code of Ethics and was aware of the rules. She also knew after the September 24, 2007, incident that her employment would be terminated if it happened again. On both occasions another teller was available to perform the transactions and the employer advises employees that if the other teller is too busy to take care of the situation at the time they should hand write a receipt and let the other teller do the transaction later when not so busy. The employer discusses the policy with employees at the time of hire

and then during quarterly meetings, as well as during a yearly time period when employees select their benefit package for the year. The employer was not aware of the second incident until December 13, 2007, because corporate security reviews the records from the previous month at the conclusion of that month and, consequently, did not learn of the claimant's second violation until December 13, 2007.

REASONING AND CONCLUSIONS OF LAW:

For the reasons that follow, the administrative law judge concludes the claimant 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.

While the claimant testified the employer was short-handed November 9, 2007, and she made a mistake in processing the transaction on an account on which she was an owner with her sister, she had been warned and told she would be fired if it occurred again after she made a deposit into an account held by her and her mother in September 2007, and could have hand written a receipt for the other teller to process when business slowed down. The claimant was aware of the policy and had been warned that further violations would result in termination. Consequently, the administrative law judge concludes the claimant's conduct demonstrated a willful disregard of the standards of behavior the employer has the right to expect of employees and shows an intentional and substantial disregard of the employer's interests and the

employee's duties and obligations to the employer. The employer has met its burden of proving disqualifying job misconduct. Cosper v. IDJS, 321 N.W.2d 6 (Iowa 1982). Benefits are denied.

DECISION:

The January 3, 2008, reference 01, decision is affirmed. The claimant was discharged from employment due to job-related misconduct. Benefits are withheld until such time as she has worked in and been paid wages for insured work equal to ten times her weekly benefit amount, provided she is otherwise eligible.

Julie Elder
Administrative Law Judge

Decision Dated and Mailed

je/kjw