

**IOWA WORKFORCE DEVELOPMENT  
UNEMPLOYMENT INSURANCE APPEALS**

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

**TAMMY L SCHRIER**  
Claimant

**APPEAL NO. 06A-UI-10889-DWT**

**ADMINISTRATIVE LAW JUDGE  
DECISION**

**CASEY'S MARKETING COMPANY**  
Employer

**OC: 10/15/06 R: 03**  
**Claimant: Appellant (5)**

Section 96.5-2-a - Discharge

**STATEMENT OF THE CASE:**

Tammy L. Schrier (claimant) appealed a representative's November 7, 2006 decision (reference 01) that concluded she was not qualified to receive unemployment insurance benefits, and the account of Casey's Marketing Company (employer) would not be charged because the claimant voluntarily quit her employment for reasons that do not qualify her to receive unemployment insurance benefits. After hearing notices were mailed to the parties' last-known addresses of record, a telephone hearing was held on November 29, 2006. The claimant participated in the hearing. Wanda Cain, a supervisor, appeared 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.

**ISSUE:**

Did the claimant voluntarily quit her employment for reasons that qualify her to receive unemployment insurance benefits, or did the employer discharge her for work-connected misconduct?

**FINDINGS OF FACT:**

The claimant started working for the employer in October 2000. The claimant worked as a full-time store manager. Initially, the claimant managed a store that did not do as much business as the store the claimant transferred to. The most recent store was located just off the interstate and had a great deal of business. The claimant transferred and had been working at a high volume store the last 18 months of her employment.

Cain had concerns about the claimant's ability to handle the high volume store and talked to the claimant about returning to her previous location. The claimant did not want to go back to her previous store. Some of Cain's concerns were centered on the cash shortages in the high volume store. When a customer drove off without paying for gas, the cashier was supposed to record the transaction as a gas drive off. This ultimately meant the cash register drawer would be short. While cashiers may get a written warning for cash shortages, the employer did not expect employees to cover gas drive offs or cash shortage with their personal money.

The claimant understood that when anyone wrote a check to the employer, the check was to be deposited that same day. On October 7, the claimant wrote a personal check to the employer but did not deposit it. By writing the check, the books appeared to balance and no shortage appeared. The claimant did not deposit her personal \$50.00 check on October 7. When the employer reviewed the books on October 12, the \$50.00 check still had not been deposited.

The employer noticed the books showed the \$50.00 check had been used to balance the books for the last five days. Cain reported the problem with the \$50.00 check to her supervisor. The employer decided to discharge the claimant because the claimant knowingly violated the employer's check deposit policy. On October 13, before the employer told the claimant she was discharged, the claimant had already removed her personal items. When the claimant saw Cain, she offered to resign instead of being discharged. If the claimant had not offered to resign, the employer intended to discharge her.

#### **REASONING AND CONCLUSIONS OF LAW:**

A claimant is not qualified to receive unemployment insurance benefits if she voluntarily quits employment without good cause, or an employer discharges her for reasons constituting work-connected misconduct. Iowa Code §§ 96.5-1, 2-a. The facts establish the employer initiated the employment separation. The claimant knew and the employer confirmed that if the claimant had not resigned, the employer would discharge her.

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 claimant intentionally disregarded the employer's interests by violating the employer's policy about depositing checks the day the business received the check. The claimant was not obligated to cover another employee's cash shortage, but did so to hide the store's cash shortages. The claimant's actions constitute work-connected misconduct. Therefore, as of October 15, 2006, the claimant is not qualified to receive unemployment insurance benefits.

#### **DECISION:**

The representative's November 7, 2006 decision (reference 01) is modified, but the modification has no legal consequence. The employer initiated the employment separation and discharged the claimant for reasons constituting work-connected misconduct. The claimant is disqualified

from receiving unemployment insurance benefits as of October 15, 2006. This disqualification continues until she has been paid ten times her weekly benefit amount for insured work, provided she is otherwise eligible. The employer's account will not be charged.

---

Debra L. Wise  
Administrative Law Judge

---

Decision Dated and Mailed

dlw/css