

**IOWA WORKFORCE DEVELOPMENT
UNEMPLOYMENT INSURANCE APPEALS**

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

MICHELLE L JOHNSON
Claimant

APPEAL NO: 11A-UI-14691-DWT

**ADMINISTRATIVE LAW JUDGE
DECISION**

US BANK NATIONAL ASSOCIATION
Employer

**OC: 10/16/11
Claimant: Respondent (1)**

Iowa Code § 96.5(2)a - Discharge

PROCEDURAL STATEMENT OF THE CASE:

The employer appealed a representative's November 7, 2011 determination (reference 01) that held the claimant qualified to receive benefits and the employer's account subject to charge because the claimant had been discharged for nondisqualifying reasons. The claimant participated in the hearing. Candi Whittenberg, the district manager vice president, and Lila Hatting, a branch manager, appeared on the employer's behalf. During the hearing, Employer Exhibits One through Five were offered and admitted as evidence. Based on the evidence, the arguments of the parties, and the law, the administrative law judge finds the claimant qualified to receive benefits.

ISSUE:

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

FINDINGS OF FACT:

The claimant started working for the employer in October 2000. She worked full time as a teller II. The employer started processing Western Union transactions in 2009. After the employer started doing these transactions, employees, including the claimant, received training for these transactions. (Employer Exhibits Two, Three, Four and Five.) The training in part involved reading and going over the operating manual. The policy informed employees about transaction limits. The operating manual states in part, "The maximum "per transaction" limits an individual may send or receive through Western Union at U.S. Bank is \$7000 for Sends and Receives and \$5000 for Quick Collect payments. The maximum combined dollar limit for all transactions is \$7000 per day. The operating manual also states that a larger dollar amount transaction cannot be split into multiple smaller transactions to circumvent the daily limit. During the last year, the Sibley bank processed 85 Western Union transactions and the claimant completed 17 of these. The quick collect transaction was not something the claimant usually handled.

On October 13, 2011, a customer wanted to use Western Union's Quick Collect transaction for \$5581.90. When the claimant attempted to process this amount, a pop up came up on her computer. The pop up message said this payment amount could not exceed \$5000. (Employer

Exhibit One.) When the message came up, the claimant went to the operations manual and read part of it. After reading the book, the claimant understood the maximum amount a Quick Collect transaction was \$5000. But the claimant then interpreted the operations manual to indicate that as long as the total Quick Collect transaction did not exceed \$7000, the claimant could split the larger amount into a smaller multiple. The claimant split the amount. Since the claimant believed this was permissible, she did not ask management for help or to verify that her conclusion was correct. The claimant processed the Western Union Quick Collect transaction in two transactions that totaled the \$5581.90.

Later in the day, the claimant made a comment about this transaction to the teller coordinator. The teller coordinator then told the claimant she was not allowed to split the transaction into smaller transactions. When Hatting asked the claimant why she had split the transactions, the claimant indicated she believed this was permissible.

The employer discharged the claimant on October 19 because she violated the employer's policy regarding Western Union transactions and allowed a customer to send more than the maximum amount, \$5000, in a Quick Collect transaction.

Prior to October 13, Hatting had talked to the claimant about some policies she was not always following. Even though Hatting talked to her, the claimant had no understanding her job was in jeopardy.

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 employer established justifiable business reasons for discharging the claimant because she violated the employer's policies and procedures regarding Western Union transactions. Even though the claimant received training, she did not frequently process Western Union transactions. During the last year, the claimant completed 17 of the 85 transactions completed at the bank. Even though the employer provided training, when a transaction is sporadic, it is likely a teller may not remember specific information or procedures.

The claimant's testimony about what she did when she received the pop up on her computer is credible. Unfortunately when the claimant looked at the operations manual she did not read all the information and incorrectly concluded she could split the quick collect transaction. The claimant had no motive to intentionally violate the policy. She used poor judgment when she failed to ask a supervisor what she should do after the pop up notified her that she could not make a payment of more than \$5000. Even though the employer had justifiable business reasons for discharging the claimant, the evidence does not establish that the claimant committed work-connected misconduct. As of October 16, 2011, the claimant is qualified to receive benefits.

DECISION:

The representative's November 7, 2011 determination (reference 01) is affirmed. The employer discharged the claimant for justifiable business reasons. The claimant made an error in judgment on October 13, but she did not intentionally disregard the employer's policy. She did not commit work-connected misconduct. As of October 16, 2011, the claimant is qualified to receive benefits, provides she meets all other eligibility requirements. The employer's account is subject to charge.

Debra L. Wise
Administrative Law Judge

Decision Dated and Mailed

dlw/css