

**IOWA WORKFORCE DEVELOPMENT
UNEMPLOYMENT INSURANCE APPEALS**

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

FELICIA L FIELHAVER
Claimant

APPEAL NO. 09A-UI-03118-NT

**ADMINISTRATIVE LAW JUDGE
DECISION**

CASEY'S MARKETING COMPANY
Employer

**Original Claim: 06/22/08
Claimant: Respondent (1)**

Section 96.5-2-a – Discharge for Misconduct

STATEMENT OF THE CASE:

Casey's Marketing Company (employer) filed an appeal from a representative's decision dated February 16, 2009, reference 04, which held the claimant eligible to receive unemployment insurance benefits. After due notice was issued, a telephone hearing was scheduled for and held on March 23, 2009. The claimant participated personally. The employer participated by Ms. Laurie Crouch, store manager.

ISSUE:

The issue is whether the claimant was discharged for misconduct sufficient to warrant a denial of unemployment insurance benefits.

FINDINGS OF FACT:

The administrative law judge, having heard the testimony and having considered all the evidence in the record, finds: The claimant was employed as a cook/cashier for Casey's Marketing Company from July 8, 2008, until January 20, 2009, when she was discharged for allowing a patron to cash a check for \$12.00 over the sale amount. Company policy limits cash-back transactions to a \$10.00 maximum. The claimant believed that her conduct was acceptable because she had been specifically instructed by management individuals that it was acceptable to exceed the \$10.00 maximum cash-back amount by one or two dollars, and the claimant had been shown the method for operating the company's cash register to allow the transaction.

REASONING AND CONCLUSIONS OF LAW:

The question is whether the evidence in the record establishes the claimant was discharged for misconduct sufficient to warrant a denial of unemployment insurance benefits. It does not.

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 evidence in the record establishes that the claimant was discharged when she allowed a patron to receive \$12.00 in cash after completing a store purchase. The claimant had been taught and instructed by other management individuals that it was acceptable to allow patrons to receive one or two dollars more than the \$10.00 limit, and the claimant had been instructed on how to use the company's cash register to allow slight variance in the amount of money a patron could receive in cash after a purchase.

Based upon the evidence in the record, the administrative law judge concludes that the claimant did not intentionally violate the company rule but reasonably believed that a transaction of this nature would not violate company policy or subject the claimant to discharge.

While the decision to terminate Ms. Fielhaver from her employment may have been a sound decision from a management viewpoint, the evidence in the record does not establish the claimant was discharged for misconduct sufficient to warrant a denial of unemployment insurance benefits.

DECISION:

The representative's decision dated February 16, 2009, reference 04, is affirmed. The claimant was discharged under non-disqualifying conditions. Unemployment insurance benefits are allowed, provided the claimant meets all other eligibility requirements of Iowa law.

Terence P. Nice
Administrative Law Judge

Decision Dated and Mailed

kjw/kjw