

**IOWA WORKFORCE DEVELOPMENT
UNEMPLOYMENT INSURANCE APPEALS**

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

TAMMY S WALKER
Claimant

APPEAL NO. 10A-UI-16012-LT

**ADMINISTRATIVE LAW JUDGE
DECISION**

**AMERICAN BLUE RIBBON HOLDINGS LLC
VILLAGE INN & BAKERS SQUARE**
Employer

**OC: 09/19/10
Claimant: Appellant (1)**

Iowa Code § 96.5(2)a – Discharge for Misconduct

STATEMENT OF THE CASE:

The claimant filed a timely appeal from the November 12, 2010 (reference 01) decision that denied benefits. After due notice was issued, a telephone conference hearing was held on January 10, 2011. Claimant participated. Employer participated through general manager Wayne Wingett and was represented by Tom Kuiper of Talx.

ISSUE:

The issue is whether claimant was discharged for reasons related to job misconduct sufficient to warrant a denial of benefits.

FINDINGS OF FACT:

Having heard the testimony and having reviewed the evidence in the record, the administrative law judge finds: Claimant most recently worked part-time as an hourly supervisor and was separated from employment on September 17, 2010. On September 13 employer discovered a cash shortage on her shift and determined that poor cash handling procedures resulted in a \$100.00 shortage. Video surveillance revealed her counting the drawer in the office the first time with a perceived \$100.00 overage. She set the \$100.00 aside partially tucked under a book or calculator on the desk rather than bundling it with the other cash and attaching a note or contacting a manager for further guidance. She then took all money over the safe and fumbled around with it. Then she returned to the desk and fumbled around in her purse. Employer showed the video to claimant and she agrees it looks like she took the money but thinks it fell out of her hand someplace. She did not have a reason as to why the \$100.00 was separated from the other money when it was counted and before the other money was placed in the safe. This was the sole incident leading to the separation. She had been trained how to count money and had done so many times before without incident.

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 § 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.

Whether she lost the money or stole it may be unclear but claimant's poor cash handling procedures were deliberate as she tucked the \$100.00 aside and under a book or calculator rather than bundling it with the other money and attaching a note or contacting the manager. This was misconduct sufficient to warrant a denial of benefits.

DECISION:

The November 12, 2010 (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.

Dévon M. Lewis
Administrative Law Judge

Decision Dated and Mailed

dml/pjs