

**IOWA WORKFORCE DEVELOPMENT  
UNEMPLOYMENT INSURANCE APPEALS**

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

**JADE COLLINGSWORTH**  
Claimant

**APPEAL NO: 14A-UI-07929-ET**

**ADMINISTRATIVE LAW JUDGE  
DECISION**

**CLEANING CONNECTION INC**  
Employer

**OC: 07/13/14  
Claimant: Appellant (1)**

Section 96.5-2-a – Discharge/Misconduct

**STATEMENT OF THE CASE:**

The claimant filed a timely appeal from the July 30, 2014, 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 August 25, 2014. The claimant participated in the hearing. Pam Klemz, Operations 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 part-time janitor for Cleaning Connection from February 4, 2014 to July 9, 2014. She was discharged after pleading guilty to fifth degree theft.

The employer cleans the local police department, courthouse, department of human services (DHS) office and a bank building. On June 28, 2014, the claimant was placed under arrest at Wal-Mart for fifth degree theft after she attempted to take hot dogs and cheese slices from the store. She entered a guilty plea June 30, 2014. The employer, who is located in Des Moines with the claimant in Fort Dodge, learned of the incident the afternoon of July 7, 2014. The cleaning clients asked the employer not to allow the claimant into its buildings due to her theft conviction and after a county supervisor approached the employer with concerns from the clients the employer terminated the claimant's employment July 9, 2014, because it no longer trusted her.

**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.

Iowa Admin. Code r. 871-24.32(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.

This definition has been accepted by the Iowa Supreme Court as accurately reflecting the intent of the legislature. *Huntoon v. Iowa Dep't of Job Serv.*, 275 N.W.2d 445, 448 (Iowa 1979).

The claimant was caught shoplifting at Wal-Mart June 28, 2014, but the employer did not learn of the incident, and the resulting plea to fifth degree theft, until July 7, 2014. While the claimant questions why the employer allowed her to work between the time of her arrest, and when her name appeared on the police blotter in the local newspaper June 30, 2014, and the date of her termination, the employer does not live in Fort Dodge and does not read the Fort Dodge newspaper. The employees who do live in that area may not read the police blotter section of the newspaper as there was not a story about the claimant's situation but instead her name was contained in a list of people arrested or convicted of a crime.

As an individual who cleaned the police department, courthouse, local DHS office and a bank, the employer, and more importantly the clients, had to maintain complete trust in the claimant and her co-workers because they have access to police and court records, DHS documents, and a bank, most of the time without supervision. Due to the confidential and financial nature of those clients, it was imperative the employer and clients continued to trust the claimant. After her theft arrest and guilty plea, that trust was no longer there and the employer could no longer allow the claimant to work for those clients with access to confidential information and cash.

The claimant accepts full responsibility for her actions and is quite forthcoming about the events of June 28, 2014. Although the administrative law judge appreciates and respects her forthright retelling of the facts of her case, under these circumstances, 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). Therefore, benefits must be denied.

**DECISION:**

The July 30, 2014, 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.

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Julie Elder  
Administrative Law Judge

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Decision Dated and Mailed

je/pjs