

**IOWA WORKFORCE DEVELOPMENT  
UNEMPLOYMENT INSURANCE APPEALS**

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

**DEBRA J ROBERSON**  
Claimant

**APPEAL NO. 07A-UI-09812-HT**

**ADMINISTRATIVE LAW JUDGE  
DECISION**

**DUBUQUE RACING ASSOCIATION LTD**  
Employer

**OC: 09/23/07 R: 04  
Claimant: Appellant (1)**

Section 96.5(2)a – Discharge

**STATEMENT OF THE CASE:**

The claimant, Debra Roberson, filed an appeal from a decision dated October 19, 2007, reference 01. The decision disqualified her from receiving unemployment benefits. After due notice was issued a hearing was held by telephone conference call on December 3, 2007. The claimant participated on her own behalf and was represented by Iowa Legal Aid in the person of Todd Schmitt. The employer, Dubuque Racing Association (DRA), participated by DCI Agent Amy Driscoll, Cage Manager Tami Konzett, and Human Resources Generalist Tami Schnee.

**ISSUE:**

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

**FINDINGS OF FACT:**

Debra Roberson was employed by DRA from June 6, 2006 until September 25, 2007, as a full-time cashier. She worked 10:00 a.m. until 6:00 p.m., Friday, Saturday, Sunday and Tuesday. On September 1, 2007, the claimant asked for change for her drawer, and submitted to the jackpot fill person checks and slot receipts totaling \$2,900.00. She then asserted she had received only \$2,800.00 from the fill person, taking out a bundle of \$100.00 bills totaling \$2,800.00. The fill person found the transaction suspect and an accounting of Ms. Roberson's drawer determined it was \$100.00 short. She was given a two-day suspension for the shortage which is standard policy.

The matter was then referred to the Cage Supervisor Tracey Morris and DCI Agent Amy Driscoll. The two of them watched the surveillance tape of the transaction and discovered the claimant had two bundles of \$100.00 bills, one she received from the fill person, and a second she took out of her drawer and asserted it was the one given to her by the fill person and totaling only \$2,800.00.

Agent Driscoll investigated further, going back over the claimant's employment history and finally setting up an interview with her on September 25, 2007. At the interview Ms. Roberson

initially asserted she had been shorted in the transaction by the fill person but when Agent Driscoll said she had viewed the surveillance tape and “that was not what it looked like,” she changed her story and admitted she had switched the bundles of money because she feared her drawer was short. She authored a statement to that effect and the matter was referred to Cage Manager Tami Conzett, who discharged the claimant that day.

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

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 claimant admitted she had switched the bundles of money in order to make it appear her drawer was short due to an error by the fill person. She asserted at the hearing this statement was false and only admitted to doing something she had not done because she thought it would help. The administrative law judge does not find this to be credible. The claimant was not instructed as to what to say, only to “tell the truth” and the document was in her own words. The only instruction she was given was to be more specific or detailed, and she provided the information.

The record establishes the claimant was discharged for attempting to cover up a shortage in her cash drawer by switching bundles of money and attempting to lay the blame on someone else. This is a violation of the duties and responsibilities the employer has the right to expect of an employee.

The claimant asserted she was discharged for but not a final act of misconduct as required by 871 IAC 24.32(8). However, she was disciplined for the shortage and the investigation was then carried out further by a DCI Agent who then met with Ms. Roberson on the first available opportunity. The administrative law judge cannot fault the investigation for being thorough and giving the claimant an opportunity to respond before making the decision to discharge.

**DECISION:**

The representative's decision of October 19, 2007, reference 01, is affirmed. Debra Roberson is disqualified and benefits are withheld until she has earned ten times her weekly benefit amount, provided she is otherwise eligible.

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Bonny G. Hendricksmeier  
Administrative Law Judge

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Decision Dated and Mailed

bgh/pjs