

**IOWA WORKFORCE DEVELOPMENT
UNEMPLOYMENT INSURANCE APPEALS**

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

DEANNA L MENDEZ
Claimant

APPEAL NO. 06A-UI-11175-CT

**ADMINISTRATIVE LAW JUDGE
DECISION**

US BANK NATIONAL ASSOCIATION
Employer

**OC: 10/15/06 R: 02
Claimant: Respondent (1)**

Section 96.5(2)a – Discharge for Misconduct

STATEMENT OF THE CASE:

US Bank National Association filed an appeal from a representative's decision dated November 9, 2006, reference 01, which held that no disqualification would be imposed regarding Deanna Mendez' separation from employment. After due notice was issued, a hearing was held by telephone on December 6, 2006. Ms. Mendez participated personally. The employer participated by Troy Dolphin, Branch Manager.

ISSUE:

At issue in this matter is whether Ms. Mendez was separated from employment for any disqualifying reason.

FINDINGS OF FACT:

Having heard the testimony of the witnesses and having reviewed all of the evidence in the record, the administrative law judge finds: Ms. Mendez was employed by US Bank from October 15, 2001 until October 19, 2006. She was last employed full-time as lead teller, a position she had held for the past 1.5 years. On or about September 18, 2006, Ms. Mendez accepted a \$3,680.00 check from an individual known to her as a bank customer. The customer deposited \$2,680.00 into her account and received the balance in cash. Ms. Mendez failed to note on the check that she had not required identification as the customer was known to her.

Approximately two weeks before Ms. Mendez' separation, the check she accepted on September 18 was returned to the bank with an explanation that it was counterfeit. Because she had not indicated on the check that it was accepted because the payee was a known customer, Ms. Mendez was discharged on October 19, 2006. In making the decision to discharge, the employer also considered a verbal warning she had received previously. She had cashed a check for her daughter's boyfriend but noted her daughter's account number on the check. The bank has a policy that prohibits employees from handling transactions involving immediate family members.

REASONING AND CONCLUSIONS OF LAW:

Ms. Mendez was discharged from employment. An individual who was discharged from employment is disqualified from receiving job insurance benefits if the discharge was for misconduct. Iowa Code section 96.5(2)a. The employer had the burden of proving disqualifying misconduct. Cosper v. Iowa Department of Job Service, 321 N.W.2d 6 (Iowa 1982). Ms. Mendez was discharged because she did not put the proper notation on a check she accepted from a customer. Her conduct constituted no more than an isolated instance of negligence, which is not disqualifying misconduct. See Henry v. Iowa Department of Job Service, 391 N.W.2d 731 (Iowa App. 1986).

The employer failed to establish that Ms. Mendez had violated bank standards or policies on any other occasions. She had not handled a transaction for her daughter but for the daughter's boyfriend. Inasmuch as she was discharged due solely to an isolated instance of negligence, no disqualification is imposed. While the employer may have had good cause to discharge Ms. Mendez, conduct that might warrant a discharge from employment will not necessarily support a disqualification from job insurance benefits. Budding v. Iowa Department of Job Service, 337 N.W.2d 219 (Iowa 1983). For the above reasons, benefits are allowed.

DECISION:

The representative's decision dated November 9, 2006, reference 01, is hereby affirmed. Ms. Mendez was discharged by US Bank but disqualifying misconduct has not been established. Benefits are allowed, provided she satisfies all other conditions of eligibility.

Carolyn F. Coleman
Administrative Law Judge

Decision Dated and Mailed

cfc/css