

**IOWA WORKFORCE DEVELOPMENT
UNEMPLOYMENT INSURANCE APPEALS**

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

JESSICA WILLIAMS
Claimant

APPEAL NO. 13A-UI-13939-BT

**ADMINISTRATIVE LAW JUDGE
DECISION**

**DOLGENCORP LLC
DOLLAR GENERAL**
Employer

**OC: 12/02/12
Claimant: Respondent (1)**

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

STATEMENT OF THE CASE:

Dollar General (employer) appealed an unemployment insurance decision dated December 11, 2013, reference 04, which held that Jessica Williams (claimant) was eligible for unemployment insurance benefits. After hearing notices were mailed to the parties' last-known addresses of record, a telephone hearing was held on January 9, 2014. The claimant participated in the hearing. The employer participated through Paul Vandersee, Store Manager. Employer's Exhibits One and Two were admitted into evidence.

ISSUES:

The issues are whether the claimant is disqualified for benefits, whether she was overpaid unemployment insurance benefits, whether she is responsible for repaying the overpayment and whether the employer's account is subject to charge.

FINDINGS OF FACT:

The administrative law judge, having heard the testimony and considered all of the evidence in the record, finds that: The claimant was employed as a part-time sales associate from approximately March 18, 2013 through June 7, 2013 when she was discharged for cash shortages. She received one verbal warning for a cash shortage of \$18.96 on May 9, 2013. Although there were numerous other cash discrepancies, the employer did not issue any written warnings to the claimant until the day she was discharged. The claimant admits there may have been cash discrepancies but denied doing anything wrong.

REASONING AND CONCLUSIONS OF LAW:

The issue is whether the employer discharged the claimant for work-connected misconduct. A claimant is not qualified to receive unemployment insurance benefits if an employer has discharged the claimant for reasons constituting work-connected misconduct. Iowa Code § 96.5-2-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. 871 IAC 24.32(1).

The employer has the burden to prove the discharged employee is disqualified for benefits for misconduct. *Sallis v. Employment Appeal Bd.*, 437 N.W.2d 895, 896 (Iowa 1989). The claimant was discharged on June 7, 2013 for cash discrepancies. She denies any wrongdoing and did not know her job was in jeopardy because she only received one verbal warning on May 9, 2013. No written warnings were issued until the day she was terminated.

Misconduct must be substantial in nature to support a disqualification from unemployment benefits. *Gimbel v. Employment Appeal Board*, 489 N.W.2d 36, 39 (Iowa Ct. App. 1992). The focus is on deliberate, intentional, or culpable acts by the employee. *Id.* There is no evidence of intentional or willful misconduct. Work-connected misconduct as defined by the unemployment insurance law has not been established in this case and benefits are allowed.

DECISION:

The unemployment insurance decision dated December 11, 2013, reference 04, is affirmed. The claimant was discharged. Misconduct has not been established. Benefits are allowed, provided the claimant is otherwise eligible.

Susan D. Ackerman
Administrative Law Judge

Decision Dated and Mailed

sda/css