

**IOWA WORKFORCE DEVELOPMENT
UNEMPLOYMENT INSURANCE APPEALS**

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

CHRISTOPHER S JACKSON
Claimant

APPEAL NO. 13A-UI-02865-HT

**ADMINISTRATIVE LAW JUDGE
DECISION**

WELLS FARGO BANK
Employer

OC: 02/03/13
Claimant: Appellant (1)

Section 96.5(2)a – Discharge

STATEMENT OF THE CASE:

The claimant, Christopher Jackson, filed an appeal from a decision dated March 1, 2013, reference 01. The decision disqualified him from receiving unemployment benefits. After due notice was issued a hearing was held by telephone conference call on April 8, 2013. The claimant participated on his own behalf. The employer, Wells Fargo, participated by Service Manager Bob Prucka, Personal Banker Delana Schiernbeck, Branch Manager Jennifer Beachler and was represented by Barnett Associates in the person of Kelley Landolphi.

ISSUE:

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

FINDINGS OF FACT:

Christopher Jackson was employed by Wells Fargo from August 29 until November 1, 2012 as a full-time consumer sales and support representative. He had been told several times the employer required him to lock his desk and file drawers because confidential customer information was kept there. Verbal counselings were given by managers on October 23, 24 and 30, 2012. He received a note from an auditor on October 25, 2012, when she found the drawers unlocked, and included some of the paperwork she found in the drawer to bring his attention to the fact this was confidential information that needed to be kept secure. He did not read the information.

On October 31, 2012, the claimant walked out of the office without permission from a manager for “personal reasons.” He did not return and the employer again found he had left without locking the drawers. The next day he returned to work and was discharged by District Manger Anthony Nguyen.

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 was aware the employer wanted him to keep his drawers locked in order to maintain security of customer information. Mr. Jackson apparently felt, in spite of four verbal warnings, that it was optional because the employer did not point to a specific policy in the handbook. He received the handbook at the time of hire and it contains very specific information about how customer data is to be protected. The administrative law judge considers the claimant's assertion to be a specious argument. The employer said he was to lock the drawers and he did not do so. Once is a mistake, five times is negligence.

Mr. Jackson said he further did not understand what information was in the drawers but nothing prevented him from looking at the files to understand their sensitive nature. There is also nothing to indicate he would have followed the instructions of his manager even if he had known the content of the drawers.

The employer has the obligation to provide security for personal information if its customers and the claimant's conduct interfered with its ability to do so. This is conduct not in the best interests of the employer and the claimant is disqualified.

DECISION:

The representative's decision of March 1, 2013, reference 01, is affirmed. Christopher Jackson is disqualified and benefits are withheld until he has earned ten times his weekly benefit amount in insured work, provided he is otherwise eligible.

Bonny G. Hendricksmeier
Administrative Law Judge

Decision Dated and Mailed

bgh/pjs