

**IOWA WORKFORCE DEVELOPMENT
Unemployment Insurance Appeals Section
1000 East Grand—Des Moines, Iowa 50319
DECISION OF THE ADMINISTRATIVE LAW JUDGE
68-0157 (7-97) – 3091078 - EI**

**LAURA M LUGRAIN
791 NEVADA ST #2
DUBUQUE IA 52001-6468**

**ALL SEASONS HEATING & COOLING INC
798 CEDAR CROSS RD
DUBUQUE IA 52003-7740**

**Appeal Number: 06A-UI-04300-CT
OC: 03/19/06 R: 04
Claimant: Respondent (1)**

This Decision Shall Become Final, unless within fifteen (15) days from the date below, you or any interested party appeal to the Employment Appeal Board by submitting either a signed letter or a signed written Notice of Appeal, directly to the **Employment Appeal Board, 4th Floor—Lucas Building, Des Moines, Iowa 50319**.

The appeal period will be extended to the next business day if the last day to appeal falls on a weekend or a legal holiday.

STATE CLEARLY

1. The name, address and social security number of the claimant.
2. A reference to the decision from which the appeal is taken.
3. That an appeal from such decision is being made and such appeal is signed.
4. The grounds upon which such appeal is based.

YOU MAY REPRESENT yourself in this appeal or you may obtain a lawyer or other interested party to do so provided there is no expense to Workforce Development. If you wish to be represented by a lawyer, you may obtain the services of either a private attorney or one whose services are paid for with public funds. It is important that you file your claim as directed, while this appeal is pending, to protect your continuing right to benefits.

(Administrative Law Judge)

(Decision Dated & Mailed)

Section 96.5(2)a – Discharge for Misconduct

STATEMENT OF THE CASE:

All Seasons Heating & Cooling, Inc. filed an appeal from a representative's decision dated April 10, 2006, reference 01, which held that no disqualification would be imposed regarding Laura Lugrain's separation from employment. After due notice was issued, a hearing was held by telephone on May 8, 2006. Ms. Lugrain participated personally. The employer participated by Nancy Mueller, Office Manager.

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. Lugrain was employed by All Seasons Heating &

Cooling, Inc. from March 9 until March 23, 2006 as a full-time dispatcher. She was discharged after two weeks because the employer did not feel she was catching on to the job. The employer did not feel she had the skills necessary to move forward in the position.

The employer felt the primary problem was Ms. Lugin's failure to take notes while she was being trained. She indicated she could keep the verbal instructions in her head and did not need to take notes. After repeated requests, she began taking notes. One of the problems was that she was not entering invoices into the computer correctly and did not always do as much filing as the employer felt she could. Ms. Lugin was at all times working to the best of her abilities and was never notified that she was in danger of losing her job.

REASONING AND CONCLUSIONS OF LAW:

At issue in this matter is whether Ms. Lugin was separated from employment for any disqualifying reason. 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. Lugin was discharged after two weeks of employment because the employer did not feel she was a good match for the job. She had a good-faith belief that she could retain the training information provided to her but did not start taking notes when the employer insisted she do so.

The administrative law judge does not believe Ms. Lugin deliberately and intentionally failed to work to the employer's standards in spite of having the ability to do so. Because she was working to the best of her abilities, the administrative law judge concludes that disqualifying misconduct has not been established. While the employer may have had good cause to discharge, 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 reasons stated herein, benefits are allowed.

DECISION:

The representative's decision dated April 10, 2006, reference 01, is hereby affirmed. Ms. Lugin was discharged but misconduct has not been established. Benefits are allowed, provided she satisfies all other conditions of eligibility.

cfc/pjs