BEFORE THE EMPLOYMENT APPEAL BOARD

Lucas State Office Building Fourth floor Des Moines, Iowa 50319

•	
•	

SHELLY A BROWNFIELD

HEARING NUMBER: 12B-UI-04288

Claimant,

:

and

EMPLOYMENT APPEAL BOARD

DECISION

SAC & FOX TRIBE

Employer.

NOTICE

THIS DECISION BECOMES FINAL unless (1) a request for a REHEARING is filed with the Employment Appeal Board within 20 days of the date of the Board's decision or, (2) a PETITION TO DISTRICT COURT IS FILED WITHIN 30 days of the date of the Board's decision.

A REHEARING REQUEST shall state the specific grounds and relief sought. If the rehearing request is denied, a petition may be filed in **DISTRICT COURT** within **30 days** of the date of the denial.

SECTION: 96.5-2-A

DECISION

UNEMPLOYMENT BENEFITS ARE ALLOWED IF OTHERWISE ELIGIBLE

The Employer appealed this case to the Employment Appeal Board. The members of the Employment Appeal Board, one member dissenting, reviewed the entire record. The Appeal Board finds the administrative law judge's decision is correct. The administrative law judge's Findings of Fact and Reasoning and Conclusions of Law are adopted by the Board as its own. The administrative law judge's decision is **AFFIRMED**.

John A	A. Peno		

DISSENTING OPINION OF MONIQUE F. KUESTER:

I respectfully dissent from the majority decision of the Employment Appeal Board; I would reverse the decision of the administrative law judge. The final act that led to the claimant's termination was her failure to timely clean a room, which took her more than 25 minutes. The employer's representative was unable to shed light on why the claimant took so long. When questioned why, the claimant provided no clear cut reason for the delay that answered the administrative law judge's inquiry.

The claimant received prior warnings in which the employer attempted to work with her on July 22nd regarding her performance. In fact, the record clearly established that the claimant had timeliness issues in getting all of her work done for which the employer issued additional warnings (August, 13th, 2011 and September 21, 2011) Finally, the employer placed the claimant on probationary status by issuing a Probationary Agreement that the claimant signed. Although I found the representative of the employer somewhat lacking in knowledge of this matter, in reviewing this record as a whole, I would deny benefits.

Monique F. Kuester

AMG/fnv