

**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**

**LANA S BRUHN
401 – 24TH ST NW #9
WAVERLY IA 50677-1832**

**DARUSS ENTERPRISES INC
WATERLOO FIRE EXTINGUISHER
1033 WILBUR AVE
WATERLOO IA 50701**

**Appeal Number: 06A-UI-04903-CT
OC: 04/09/06 R: 03
Claimant: Appellant (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:

Lana Bruhn filed an appeal from a representative's decision dated May 3, 2006, reference 03, which denied benefits based on her separation from Waterloo Fire Extinguisher. After due notice was issued, a hearing was held by telephone on May 23, 2006. Ms. Bruhn participated personally. The employer participated by Tom Spratt, General Manager, and Trudy Conner, Office Manager. Exhibits One through Four were admitted on the employer's behalf.

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. Bruhn was employed by Waterloo Fire Extinguisher from December 5, 2005 until April 11, 2006. She was employed full time as a

technician and as a driver delivering carbon dioxide tanks. On April 5, Ms. Bruhn was given a written warning concerning certain deficiencies in her performance. One of the issues was her failure to abide by the dress code. She continued to wear jeans that were torn after being asked not to. There were also issues with customers having to call in for carbon dioxide tanks in spite of being on Ms. Bruhn's route for deliveries. There were also issues of her reporting to work late on some occasions. The warning advised that further violations of company policies would result in further disciplinary action or termination.

The decision to discharge Ms. Bruhn was based on the fact that she gave an unauthorized discount to a customer. As a technician, she had a binder that contained the authorized discounts. On March 24, Ms. Bruhn wrote an estimate for Community Motor Company, Inc. giving a ten percent discount. The customer should have received \$1.00 off each of the 11 extinguishers purchased. Ms. Bruhn gave a discount that amounted to \$77.50 rather than \$11.00. She did not contact anyone in management to discuss the fact that the customer wanted more of a discount than she was authorized to give. The customer paid from the estimate and, therefore, the employer had to absorb the loss. The employer did not learn of the matter until April 11 when it had a conversation with a representative of Community Motor Company, Inc. As a result of the incident, Ms. Bruhn was discharged on April 11, 2006.

REASONING AND CONCLUSIONS OF LAW:

At issue in this matter is whether Ms. Bruhn 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. Bruhn was on notice as of April 5 that her continued employment was in jeopardy because of her failure to adhere to the employer's standards and policies. In spite of the warning, she deliberately and intentionally disregarded the employer's discount policy. She knew that she was not authorized to give more of a discount than what was on the rate sheets provided to her. She knew that only the manager or owner had the authority to allow larger discounts. She could have contacted the employer while at the customer's location or could have requested that the customer discuss the matter with management. She also could have discussed the matter with the employer while in the shop at any time between March 24 when the estimate was written and April 11 when the matter came to the employer's attention.

Ms. Bruhn's actions cost the employer \$66.50. The fact that the customer may have demanded a larger discount was not justification for her actions. It was not within her authority to try to retain customers by giving a larger discount. The administrative law judge considers her actions to have been a flagrant disregard of the employer's interests and standards, resulting in a financial loss to the employer. She had a history, as evidenced by Exhibit One, of disregarding directives and policies of the employer. For the reasons stated herein, the administrative law judge concludes that misconduct has been established by the evidence and benefits are denied.

DECISION:

The representative's decision dated May 3, 2006, reference 03, is hereby affirmed. Ms. Bruhn was discharged for misconduct in connection with her employment. Benefits are withheld until

such time as she has worked in and been paid wages for insured work equal to ten times her weekly job insurance benefit amount, provided she satisfies all other conditions of eligibility.

cfc/kkf