

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

LAUREN L BROWN  
1312 – 1<sup>ST</sup> ST NW #11  
MASON CITY IA 50401-1728

CHECK INTO CASH OF IOWA INC  
c/o THOMAS & THORNGREN INC  
PO BOX 280100  
NASHVILLE TN 37228

Appeal Number: 06A-UI-02678-CT  
OC: 02/05/06 R: 02  
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, 4<sup>th</sup> 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:

Check Into Cash of Iowa, Inc. filed an appeal from a representative's decision dated February 22, 2006, reference 01, which held that no disqualification would be imposed regarding Lauren Brown's separation from employment. After due notice was issued, a hearing was held by telephone on March 28, 2006. Ms. Brown participated personally. The employer participated by Bill Rankin, District 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. Brown was employed by Check Into Cash from

January 24, 2005 until February 3, 2006 as a full-time customer service representative. Periodically, someone from the employer's corporate office calls and solicits information as if they are a potential customer. If the employee fails to provide information required by law, the employee receives a "0" score for the call. Ms. Brown received a "0" score in June of 2005 because she failed to cite the annual percentage rate for loans. She was discharged because she failed to provide all necessary information during a call she received on January 13, 2006.

The corporate office notified Ms. Brown's district manager on February 1, 2006 that she had an unacceptable score on the January 13 call. She had failed to recite the time frame over which the annual percentage rate would be computed. This was the only deficiency in the call. Ms. Brown was notified of her discharge on February 3, 2006. In making the decision to discharge, the employer also considered reports that Ms. Brown was rolling over loans in violation of policy. However, she was making loans in the manner in which she had been trained by prior managers. There were reports that Ms. Brown had been charging customers a late fee. She had done so in the past when the employer's policy allowed it but stopped when the policy was no longer in effect.

Just prior to Ms. Brown's separation, the employer learned that she was ordering merchandise and having it delivered to the business. She was ordering merchandise in the business's name. Other employees, including her manager, had also ordered merchandise from the same company and in the same manner.

#### REASONING AND CONCLUSIONS OF LAW:

At issue in this matter is whether Ms. Brown 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. Brown's discharge was triggered by the fact that she received a failing score on a call placed by the corporate office. She had not received a failing score since being warned in June of 2005. The administrative law judge does not believe she intentionally failed to provide all necessary information. At most, she was negligent. Negligence does not constitute misconduct unless it is so recurrent that it manifests a substantial disregard of the employer's interests or standards. See 871 IAC 24.32(1). Ms. Brown had failing scores on only two occasions. The administrative law judge does not consider this sufficiently recurrent to establish disqualifying misconduct.

In addition to the failing scores, Ms. Brown was also discharged because it was felt she was rolling over loans and collecting late fees in violation of policy. However, she was processing and providing loans consistent with the manner in which she had been trained. She did not charge late fees after the employer discontinued its policy of collecting such fees. Ms. Brown acknowledged that she was ordering merchandise in the business name and having it delivered to the workplace. Inasmuch as her manager had done likewise, she had no reason to believe her actions were prohibited.

The employer's evidence failed to establish that Ms. Brown deliberately and intentionally acted in a manner she knew to be contrary to the employer's interests or standards. 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 cited herein, benefits are allowed.

DECISION:

The representative's decision dated February 22, 2006, reference 01, is hereby affirmed. Ms. Brown was discharged but disqualifying misconduct has not been established. Benefits are allowed, provided she satisfies all other conditions of eligibility.

cfc/