

**IOWA WORKFORCE DEVELOPMENT  
UNEMPLOYMENT INSURANCE APPEALS**

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

**ANDREA J THORNBURG**  
Claimant

**APPEAL NO: 08A-UI-00675-DWT**

**ADMINISTRATIVE LAW JUDGE  
DECISION**

**ADVANCE SERVICES INC**  
Employer

**OC: 10/14/07 R: 03  
Claimant: Appellant (2)**

Section 96.5-2-a - Discharge

**STATEMENT OF THE CASE:**

Andrea J. Thornburg (claimant) appealed a representative's January 11, 2008 decision (reference 06) that concluded she was not qualified to receive unemployment insurance benefits, and the account of Advance Services, Inc. (employer) would not be charged because the claimant voluntarily quit her employment for reasons that do not qualify her to receive unemployment insurance benefits. After hearing notices were mailed to the parties' last-known addresses of record, a telephone hearing was held on February 5, 2008. The claimant participated in the hearing. Tamara Dostart, the branch manager, appeared on the employer's behalf. Based on the evidence, the arguments of the parties, and the law, the administrative law judge enters the following findings of fact, reasoning and conclusions of law, and decision.

**ISSUE:**

Did the claimant voluntarily quit her employment for reasons that qualify her to receive unemployment insurance benefits, or did the employer discharge her for work-connected misconduct?

**FINDINGS OF FACT:**

The claimant started working for the employer on July 23, 2007. The employer assigned the claimant to a job that day. The claimant worked at that job assignment until August 23 when she quit because of on-going medical issues. The employer rehired the claimant on September 5, 2007. The claimant worked until October 12, 2007. The claimant received a voice message from an employer representative on October 12 telling her she had been discharged from her job assignment.

On October 19, 2007, when the claimant went to the employer's office to pick up her check, she understood the employer required her to sign a form indicating she had resigned because she had not contacted the employer within three days of being told she had been discharged from an assignment. The claimant then learned the employer would not assign her to another job.

## REASONING AND CONCLUSIONS OF LAW:

A claimant is not qualified to receive unemployment insurance benefits if she voluntarily quits employment without good cause attributable to the employer, or an employer discharges her for reasons constituting work-connected misconduct. Iowa Code sections 96.5-1, 2-a. An individual who is a temporary employee of a temporary employment firm may be disqualified from receiving unemployment insurance benefits if the individual does not notify the temporary employment firm within three working days after completing the job assignment in an attempt to obtain another job assignment. To be disqualified from receiving benefits, at the time of hire the employer must advise the individual in writing of the three-day notification rule and that the individual may be disqualified from receiving unemployment insurance benefits if she fails to notify the employer. Iowa Code section 96.5-1-j.

In this case, the claimant did not complete a job assignment. As a result, Iowa Code section 96.5-1-j does not apply. The claimant's employment ended on October 12, when the employer informed the claimant she no longer could work at the assignment she had been working. A discharge from a job assignment cannot be transformed after the fact to a voluntary quit.

The employer has the burden to prove the claimant was discharged for work-connected misconduct as defined by the unemployment insurance law. Cosper v. Iowa Department of Job Service, 321 N.W.2d 6 (Iowa 1982). The propriety of a discharge is not at issue in an unemployment insurance case. An employer may be justified in discharging an employee, but the employee's conduct may not amount to misconduct precluding the payment of unemployment compensation. The law limits disqualifying misconduct to willful wrongdoing or repeated carelessness or negligence that equals willful misconduct in culpability. Lee v. Employment Appeal Board, 616 N.W.2d 661, 665 (Iowa 2000).

For unemployment insurance purposes, misconduct amounts to a deliberate act and a material breach of the duties and obligations arising out of a worker's contract of employment. Misconduct is a deliberate violation or disregard of the standard of behavior the employer has a right to expect from employees or is an intentional and substantial disregard of the employer's interests or of the employee's duties and obligations to the employer. Inefficiency, unsatisfactory conduct, unsatisfactory performance due to inability or incapacity, inadvertence or ordinary negligence in isolated incidents, or good faith errors in judgment or discretion are not deemed to constitute work-connected misconduct. 871 IAC 24.32(1)(a).

The employer or the employer's client may have had compelling business reasons for terminating the claimant's job assignment. The facts do not, however, establish that the claimant committed work-connected misconduct. As of October 14, 2007, the claimant is qualified to receive unemployment insurance benefits.

The employer is not one of the claimant's base period employers. Therefore, during the claimant's current benefit year, the employer's account will not be charged.

**DECISION:**

The representative's January 11, 2008 decision (reference 06) is reversed. The claimant did not voluntarily quit her employment. Instead, the employer discharged her, but did not establish that the claimant committed work-connected misconduct. As of October 14, 2007, the claimant is qualified to receive unemployment insurance benefits, provided she meets all other eligibility requirements. During the claimant's current benefit year, the employer's account will not be charged.

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Debra L. Wise  
Administrative Law Judge

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Decision Dated and Mailed

dlw/pjs