

**IOWA WORKFORCE DEVELOPMENT
UNEMPLOYMENT INSURANCE APPEALS**

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

TANISHA M JONES
Claimant

APPEAL NO: 07A-UI-02776-DWT

**ADMINISTRATIVE LAW JUDGE
DECISION**

TEMP ASSOCIATES
Employer

**OC: 02/11/07 R: 04
Claimant: Respondent (1)**

Section 96.5-2 - Discharge

STATEMENT OF THE CASE:

Temp Associates (employer) appealed a representative's March 8, 2007 decision (reference 01) that concluded Tanisha M. Jones (claimant) was qualified to receive unemployment insurance benefits, and the employer's account was subject to charge because the claimant had been discharged for nondisqualifying reasons. After hearing notices were mailed to the parties' last-known addresses of record, a telephone hearing was held on April 4, 2007. The claimant failed to respond to the hearing notice by contacting the Appeals Section prior to the hearing and providing the phone number at which she could be contacted to participate in the hearing. As a result, no one represented the claimant. Jean Spiesz, an account manager, appeared on the employer's behalf. Based on the evidence, the arguments of the employer, 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 employer is a temporary staffing firm. The claimant registered to work for the employer. On November 26, 2006, the employer assigned the claimant to a job. The claimant worked at this job until January 30, 2007.

The claimant notified the employer that she was ill and was unable to work after January 30, 2007. On February 7, 2007, the employer informed the claimant she had been released from her job assignment where she had been working because of attendance issues. As of February 7, 2007, the employer understood the claimant's doctor had not yet released the claimant to return to work. The claimant did not contact the employer again for any work.

When the claimant registered to work for the employer, she received information that her unemployment insurance benefits could be jeopardized if after a job assignment ended she did not contact the employer within three working days.

REASONING AND CONCLUSIONS OF LAW:

A claimant is not qualified to receive unemployment insurance benefits if she voluntarily quits employment for reasons that do not qualify her to receive unemployment insurance benefits, or an employer discharges her for reasons constituting work-connected misconduct. Iowa Code §§ 96.5-1, 2-a. The facts establish the claimant was released from the job assignment she had since late November 2006 because the client concluded she was absent too much. The claimant did not intentionally fail to work as scheduled. Instead, the claimant properly notified the employer she was ill and unable to work.

Iowa Code § 96.5-1-j does not apply to this case because the claimant did not complete a job assignment; she was discharged or released from it for absenteeism issues. The purpose of Iowa Code § 96.5-1-j was to put a temporary employment firm on notice that an individual has completed a job assignment so the individual can be assigned another job. In this case, the employer's client ended the claimant's job assignment and the employer told the claimant she could no longer work at the assignment.

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 established business reasons for discharging or releasing the claimant from a job assignment on February 7, 2007. The claimant did not commit work-connected misconduct. Therefore, as of February 11, 2007, the claimant is qualified to receive unemployment insurance benefits.

DECISION:

The representative's March 8, 2007 decision (reference 01) is affirmed. The claimant was discharged or released from a job assignment for reasons that do not constitute work-connected misconduct. As of February 11, 2007, the claimant is qualified to receive unemployment

insurance benefits, provided she meets all other eligibility requirements. The employer's account may be charged for benefits paid to the claimant.

Debra L. Wise
Administrative Law Judge

Decision Dated and Mailed

dlw/css