

**IOWA WORKFORCE DEVELOPMENT
UNEMPLOYMENT INSURANCE APPEALS**

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

JOSEPH A ARMSTRONG
Claimant

APPEAL NO. 08A-UI-02718-NT

**ADMINISTRATIVE LAW JUDGE
DECISION**

ADVANCE SERVICES INC
Employer

OC: 01/27/08 R: 03
Claimant: Appellant (1)

Section 96.5-2-a – Discharge for Misconduct

STATEMENT OF THE CASE:

Joseph Armstrong, Jr., filed an appeal from a representative's decision dated March 12, 2008, reference 04, which denied benefits based upon his separation from Advance Services Inc. After due notice was issued, a hearing was held by telephone on April 3, 2008. Joseph Armstrong, Jr. did not participate personally but designated his father, Joseph Armstrong, Sr., to represent him and testify during the hearing. The employer participated by Stephanie Kopish, Human Resource Coordinator.

ISSUE:

The issue in this matter is whether the claimant was discharged for misconduct in connection with his work.

FINDINGS OF FACT:

The administrative law judge having heard the testimony and considered all of the evidence in the record, finds: The claimant was last assigned by this temporary employment service to work as a laborer at the Liebovich Steel and Aluminum Company on August 27, 2007. Mr. Armstrong was paid by the hour. The claimant was discharged from his employment on October 16, 2007 after he left the work assignment at Liebovich Steel and Aluminum Company during his work shift the preceding evening without informing either Advance Services or Liebovich Steel and Aluminum Company of his intention to leave. The claimant had become upset because of a work directive given to him by a supervisor at that location. The claimant believed that the supervisor had been "rude." Prior to accepting the long-term match-to-hire assignment at Liebovich Steel and Aluminum Company, Mr. Armstrong toured the facility and was aware of the industrial setting and the requirement that he follow work directives being given by Liebovich management or supervisory personnel.

Based upon the claimant's failure to complete the assignment and "walking off the job," he was discharged from Advanced Services per their company policies. The claimant was aware of the company policy and was informed of his discharge the following morning by telephone. Advance Services' expectation is that if employees were experiencing difficulties at a client

location they should complete the work shift if they are unable to immediately contact Advance Services and to inform Advance Services as soon as possible of the work-related problem. Employees are employed by Advance Services and informed that they have a responsibility to contact Advance Services with employment-related issues. The claimant did not do so before walking off the job. When contacted the following morning the claimant stated that he had left the job because "he didn't like it anymore."

REASONING AND CONCLUSIONS OF LAW:

The question before the administrative law judge in this case is whether the evidence establishes that the claimant's discharge from Advance Services took place under disqualifying conditions. It does. The evidence in the record establishes that individuals who were assigned to client employers remained employees of the temporary employment service and are informed of the temporary employment service's expectation that employees will come to the temporary employment service with any work-related problems. Although Mr. Armstrong, Jr. appears to have experienced some difficulty in working with a supervisor at the work location on the night in question, he did not complain to upper management at that location and did not complete the work shift but instead "walked off the job without notice." The claimant was aware of the industrial setting and the necessity that he follow work directives given to him by client employer supervisory personnel. Although the claimant, through his representative, alleges that the supervisory personnel at the client location were "rude," the administrative law judge concludes that this reason alone is not sufficient to walk off the job in violation of company policy. The claimant's discharge was therefore disqualifying.

Iowa Code section 96.5-2-a provides:

An individual shall be disqualified for benefits:

2. Discharge for misconduct. If the department finds that the individual has been discharged for misconduct in connection with the individual's employment:

a. The individual shall be disqualified for benefits until the individual has worked in and has been paid wages for insured work equal to ten times the individual's weekly benefit amount, provided the individual is otherwise eligible.

871 IAC 24.32(1)a provides:

Discharge for misconduct.

(1) Definition.

a. "Misconduct" is defined as a deliberate act or omission by a worker which constitutes a material breach of the duties and obligations arising out of such worker's contract of employment. Misconduct as the term is used in the disqualification provision as being limited to conduct evincing such willful or wanton disregard of an employer's interest as is found in deliberate violation or disregard of standards of behavior which the employer has the right to expect of employees, or in carelessness or negligence of such degree of recurrence as to manifest equal culpability, wrongful intent or evil design, or to show an intentional and substantial disregard of the employer's interests or of the employee's duties and obligations to the employer. On the other hand mere inefficiency, unsatisfactory conduct, failure in good performance as the result of inability or

incapacity, inadvertencies or ordinary negligence in isolated instances, or good faith errors in judgment or discretion are not to be deemed misconduct within the meaning of the statute.

For the reasons stated herein the administrative law judge concludes that the claimant was discharged for misconduct in connection with his work. Unemployment insurance benefits are withheld.

DECISION:

The representative's decision dated March 12, 2008, reference 04, is affirmed. It is held the claimant was discharged under disqualifying conditions. Unemployment insurance benefits are withheld until the claimant has worked in and been paid wages for insured work equal to ten times claimant's weekly benefit amount, providing that he is otherwise eligible.

Terence P. Nice
Administrative Law Judge

Decision Dated and Mailed

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