

**IOWA WORKFORCE DEVELOPMENT  
UNEMPLOYMENT INSURANCE APPEALS**

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

**LAWRENNA R WALKER**  
Claimant

**APPEAL NO. 10A-UI-11863-ST**

**LABOR READY MIDWEST**  
Employer

**ADMINISTRATIVE LAW JUDGE  
DECISION**

**OC: 06/27/10  
Employer: Respondent (5)**

Section 96.5-2-a – Discharge

**STATEMENT OF THE CASE:**

The employer appealed a department decision dated August 12, 2010, reference 02, that held claimant completed a temporary job on July 10, 2010, and that allowed benefits. A telephone hearing was held on October 7, 2010. The claimant participated. Joe Leytem, Branch Manager, participated for the employer. Employer Exhibit 1 was received as evidence.

**ISSUE:**

Whether claimant was discharged for misconduct in connection with employment.

**FINDINGS OF FACT:**

The administrative law judge, having heard the testimony of the witnesses and having considered the evidence in the record, finds: The claimant accepted a three-month assignment to work as a laborer in a remodeling project at a local Wal-Mart beginning June 22, 2010. When the claimant came in to get her paycheck on July 6, the employer informed her that Wal-Mart did not want her to return to work. The employer had no other assignment to offer claimant that day or subsequent days when she called in for work.

**REASONING AND CONCLUSIONS OF LAW:**

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.

The administrative law judge concludes that employer failed to establish claimant was dismissed from her Wal-Mart assignment for misconduct in connection with employment on July 6, 2010.

The claimant did not complete her temporary assignment, but was dismissed by the employer. The re-assignment provision applies to a voluntary quit upon job completion. The claimant was under no contractual obligation to seek job re-assignment.

**DECISION:**

The department decision dated August 12, 2010, reference 02, is modified with no effect. The claimant was discharged from her assignment at Wal-Mart for no act of misconduct on July 6 2010. Benefits are allowed, provided the claimant is otherwise eligible.

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Randy L. Stephenson  
Administrative Law Judge

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Decision Dated and Mailed

rls/kjw