

**IOWA WORKFORCE DEVELOPMENT  
UNEMPLOYMENT INSURANCE APPEALS**

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

**BRIMA A JOLLAH**

Claimant

**APPEAL NO. 13A-UI-12358-HT**

**ADMINISTRATIVE LAW JUDGE  
DECISION**

**CHRISTIAN OPPORTUNITY CENTER**

Employer

**OC: 10/13/13**

**Claimant: Appellant (1)**

Section 96.5(2)a – Discharge

**STATEMENT OF THE CASE:**

The claimant, Brima Jollah, filed an appeal from a decision dated November 1, 2013, reference 01. The decision disqualified him from receiving unemployment benefits. After due notice was issued a hearing was held by telephone conference call on November 26, 2013. The claimant participated on his own behalf. The employer, Christian Opportunity Center (COC), participated by Human Resources Manager Angela DeCook, Assistant Director John Eilers, and Program Managers Shelli Robins and Debbie Wiese.

**ISSUE:**

The issue is whether the claimant was discharged for misconduct sufficient to warrant a denial of unemployment benefits.

**FINDINGS OF FACT:**

Brima Jollah was employed by COC from July 21, 2010 until October 11, 2013 as a full-time living skills advisor. On October 11, 2013, the claimant met with Human Resources Manager Angela DeCook, Assistant Director John Eilers and Program Managers Debbie Wiese and Shell Robins. He had been absent for his scheduled shift on October 7, 2013, because he had been in Chicago, Illinois, and did not leave in time to return to work and a two-day suspension was being issued to him.

He had received previous warnings for attendance. On March 26, 2013, he received a suspension of three days for absenteeism. On March 14, 2013, formal counseling was issued and again on February 20, 2013, the counseling was for not having PTO hours for taking time off. He was advised improvement needed to be seen.

At the meeting on October 11, 2013, the claimant became disruptive, angry, and uncooperative. He disagreed with the contents of the counseling and refused to sign it. The warning itself says only that a signature acknowledges the contents had been discussed with him.

When Mr. Jolla continued to be angry and threatening and uncooperative Assistant Director John Eilers told him he was being discharged.

## 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.

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.

The claimant had been warned more than once about his unexcused absenteeism and his failure to have a PTO request properly approved. The disciplinary action on October 11, 2013, was not a discharge but another warning about unexcused absenteeism. His refusal to sign it. The failure to acknowledge the receipt of a written reprimand by signing it constitutes job misconduct as a matter of law. *Green v. IDJS*, 299 N.W.2d 651 (Iowa 1980), His

It was not only the refusal to sign the warning but his threatening, insubordinate and disruptive behavior which caused the discharge. The employer was issuing a warning and the claimant's conduct was inappropriate. An employer has the right to expect courteous and professional behavior from its employees and in this the claimant failed. This is a violation of the duties and responsibilities the employer has the right to expect of an employee and conduct not in the best interests of the employer. The claimant is disqualified.

**DECISION:**

The representative's decision of November 1, 2013, reference 01, is affirmed. Brima Jollah is disqualified and benefits are withheld until he has earned ten times his weekly benefit amount in insured work, provided he is otherwise eligible.

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Bonny G. Hendricksmeier  
Administrative Law Judge

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Decision Dated and Mailed

bgh/pjs