

**IOWA WORKFORCE DEVELOPMENT  
UNEMPLOYMENT INSURANCE APPEALS**

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

**KATRINA E THINES**  
Claimant

**APPEAL NO. 14A-UI-09198-NT**

**ADMINISTRATIVE LAW JUDGE  
DECISION**

**L A LEASING INC**  
**c/o SEDONA GROUP**  
Employer

**OC: 07/13/14**  
**Claimant: Appellant (3)**

Section 96.5-2-a – Discharge

**STATEMENT OF THE CASE:**

Claimant filed a timely appeal from a representative's decision dated August 26, 2014, reference 03, which denied unemployment insurance benefits finding that the claimant voluntarily quit work on July 15, 2014 for personal reasons. After due notice was provided, a telephone hearing was held on September 25, 2014. Claimant participated. The employer participated by Mr. Chad Baker, Workmen's Comp Administrator, and Ms. Trisa Mantie, Branch Manager.

**ISSUE:**

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

**FINDINGS OF FACT:**

Having considered the evidence in the record, the administrative law judge finds: Katrina Thines was employed by the captioned employer d/b/a Sedona Group from June 2, 2014 until July 15, 2014 when she was discharged from employment. Ms. Thines was assigned to work at Plastics Unlimited, a client of Sedona Group. Ms. Thines worked as a full-time mold cleaner and was paid by the hour. Her contact person at Sedona Group was Ms. Trisa Mantie.

Ms. Thines was discharged on July 15, 2014 after she failed to return to her shift work at Plastics Unlimited on the evening of July 14, 2014. On that date the claimant had requested permission to leave work for approximately 15 minutes to give her fiancé a ride home, however, the claimant did not return to work as agreed and the client employer had received no communication from Ms. Thines explaining her absence without notice.

Although Ms. Thines was employed by Sedona Group and had been informed of the requirement that she notify Sedona Group of any absences, tardiness or leaving early, Ms. Thines did not notify Sedona Group that she was not returning to her assignment at Plastics Unlimited on the evening of July 14, 2014. When Ms. Thines did not return to her scheduled work on the evening of July 14, 2014, and had failed to provide any reason, the client employer

believed that the claimant had quit her job and requested that Ms. Thines not be re-assigned to them for future work. The client employer also expressed dissatisfaction because the claimant had previously been absent during the short period that she had been employed at their facility.

### **REASONING AND CONCLUSIONS OF LAW:**

Iowa Code § 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.

Iowa Admin. Code r. 871-24.32(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.

This definition has been accepted by the Iowa Supreme Court as accurately reflecting the intent of the legislature. *Huntoon v. Iowa Dep't of Job Serv.*, 275 N.W.2d 445, 448 (Iowa 1979).

In discharge cases the employer bears the burden of proof to establish disqualifying conduct on the part of the claimant. See Iowa Code section 96.6(2). Misconduct must be substantial in order to justify a denial of unemployment insurance benefits. Misconduct that may be serious enough to warrant the discharge of an employee may not necessarily be serious enough to warrant the denial of unemployment insurance benefits. See Lee v. Employment Appeal Board, 616 N.W.2d 661 (Iowa 2000). The focus is on deliberate, intentional or culpable acts by the employee. See Gimbel v. Employment Appeal Board, 489 N.W.2d 36, 39 (Iowa Ct. of Appeals 1992).

In the case at hand, Ms. Thines was discharged from her employment with Sedona Group because she had left work the previous evening and had not returned as promised. The claimant failed to provide adequate notice to the client employer that she did not intend to return

after being given a 15-minute authorization to temporarily leave work. The claimant also did not notify Sedona Group that she would not be returning to work that evening as required by company policy. Because the claimant had been previously absent during the short period of her employment, the client employer ended the work assignment and was not willing to allow Ms. Thines to return to their facility for additional work through Sedona Group.

The administrative law judge concludes based upon the evidence in the record that the claimant knew or should have known that she had an obligation to not only inform the client employer of her impending absence and the reason for it but also to notify her employer, Sedona Group, that she was going to be absent or not returning to a scheduled work shift. The claimant's failure to report back to work or in the alternative to notify Sedona Group that she would be absent surely disregarded the employer's interests and standards of behavior that the employer had a right to expect of its employees under the provisions of the Employment Security Law. Unemployment insurance benefits are withheld until the claimant has worked in and been paid wages for insured work equal to ten times her weekly benefit amount and is otherwise eligible.

**DECISION:**

The representative's decision dated August 26, 2014, reference 03, is affirmed as modified. The portion of the determination disqualifying the claimant from receiving benefits is affirmed. The portion of the determination finding the claimant voluntarily quit employment is modified to find that the claimant was discharged from employment 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 her weekly benefit amount and is otherwise eligible.

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Terence P. Nice  
Administrative Law Judge

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Decision Dated and Mailed

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