

**IOWA WORKFORCE DEVELOPMENT
UNEMPLOYMENT INSURANCE APPEALS**

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

ANNA M YOCUM

Claimant

APPEAL NO: 13A-UI-14176-DWT

**ADMINISTRATIVE LAW JUDGE
DECISION**

ADVANCE SERVICES INC

Employer

OC: 11/17/13

Claimant: Appellant (2))

Iowa Code § 96.5(2) - Discharge

PROCEDURAL STATEMENT OF THE CASE:

The claimant appealed a representative's December 17, 2013 determination (reference 01) that disqualified her from receiving benefits and held the employer's account exempt from charge because the claimant voluntarily quit her employment for reasons that do not qualify her to receive benefits. The claimant participated in the January 21 hearing. Michael Payne, the risk management manager, appeared on the employer's behalf. During the hearing, Employer Exhibits One and Two were offered and admitted evidence. Based on the evidence, the arguments of the parties, and the law, the administrative law judge concludes the claimant is qualified to receive benefits.

ISSUE:

Did the claimant voluntarily quit by failing to request a new assignment after completing an assignment or did the employer discharge her for reasons that do not qualify her to receive benefits?

FINDINGS OF FACT:

The claimant started an assignment at Syngenta in March 2012. On March 21, 2012, the claimant signed documents informing her who her supervisor was at Syngenta and who her employer supervisor was at Syngenta. The employer had an on-site supervisor at Syngenta. (Employer Exhibit One.) On March 7, 2012, the claimant signed a document that informed her that when her assignment ended it was her responsibility to contact the employer within three days for another assignment. (Employer Exhibit Two.)

After working about a month at a new job at Syngenta, M. T., an employer supervisor, told the claimant she was terminated on November 21, 2013, because Syngenta was not satisfied with her work performance. The claimant understood the work Syngenta was not satisfied with related to work she had not done for about a month.

The claimant understood that Syngenta was the only client the employer served in the Lone Tree area. The claimant may have asked M.T. if the employer had any other job for her when

she learned she had been discharged. The claimant did not contact the employer after November 21, 2013, to find out if the employer had any other job for her.

REASONING AND CONCLUSIONS OF LAW:

A claimant is not qualified to receive unemployment insurance benefits if she voluntarily quits employment without good cause attributable to the employer, or an employer discharges her for reasons constituting work-connected misconduct. Iowa Code §§ 96.5(1), (2)a.

A claimant, who is a temporary employee of a temporary employment firm, may be disqualified from receiving unemployment insurance benefits if she does not notify the temporary employment firm within three working days after completing the job assignment in an attempt to obtain another job assignment. To be disqualified from receiving benefits, at the time of hire the employer must advise in writing about the three-day notification rule and that a claimant may be disqualified from receiving unemployment insurance benefits if she fails to timely notify the employer a job has been completed. Iowa Code § 96.5(1)j.

The facts in this case show the claimant did not complete a job assignment; instead, she was discharged or unsatisfactory job performance. 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).

The law defines misconduct as:

1. A deliberate act and a material breach of the duties and obligations arising out of a worker's contract of employment.
2. A deliberate violation or disregard of the standard of behavior the employer has a right to expect from employees. Or
3. 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 do not amount to work-connected misconduct. 871 IAC 24.32(1)(a).

The law clearly states that unsatisfactory performance does not rise to the level of work-connected misconduct. Since the employer discharged the claimant for unsatisfactory job performance, the evidence does not establish that the claimant committed work-connected misconduct. As of November 17, 2013, the claimant is qualified to receive benefits.

DECISION:

The representative's December 17, 2013 determination (reference 01) is reversed. The claimant did not complete a job assignment. Instead, the employer discharged her for unsatisfactory job performance. The facts do not establish that the claimant committed work-connected misconduct. Therefore, as of November 17, 2013, the claimant is qualified to

receive benefits, provided she meets all other eligibility requirements. The employer's account is subject to charge.

Debra L. Wise
Administrative Law Judge

Decision Dated and Mailed

dlw/css