



Department of Inspections,  
Appeals, & Licensing

Iowa Department of Inspections, Appeals, & Licensing  
Administrative Hearings Division  
6200 Park Avenue, Suite 100, East Entrance  
Des Moines, IA 50321-1270

**Appeal Decision**

Claim Number:  
[REDACTED]  
Determination Number:  
7367385  
Appeal Filed By:  
DOOR DESK DELIVERIES LLC  
Appeal Filed Date:  
08/08/2025  
Appeals Bureau Docket:  
2025145156-AT

[REDACTED]

**APPEALS BUREAU DECISION OF ADMINISTRATIVE LAW JUDGE**

Mail Date: September 8, 2025

**Appellee**

Claimant/Job Seeker:  
Claimant address:

ISAAC MCLEOD

[REDACTED]

**Appellant**

Employer:

Door Desk Deliveries Llc

[REDACTED]

Social Security Number:

[REDACTED]

In regard to the appeal by DOOR DESK DELIVERIES LLC:

**STATUTORY REFERENCE**

Iowa Code § 96.5(2)a - Discharge

Iowa Code § 96.3(7) - Overpayment of Benefits

Iowa Admin. Code r. 871-24.10 - Employer Participation in Fact-finding Interview

**ISSUES STATEMENT**

Whether the claimant was discharged for disqualifying, job-related misconduct.

Whether the claimant has been overpaid any unemployment insurance benefits, and if so, whether the repayment of those benefits to the agency can be waived.

Whether any charges to the employer's account can be waived.

**CASE HISTORY**

The employer, Door Desk Deliveries LLC, filed an appeal from a decision of a representative dated August 8, 2025, that held the claimant eligible for unemployment insurance benefits after a separation from employment. After due notice, a telephone hearing

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was held on September 2, 2025. The claimant, Isaac McLeod, participated personally. The employer participated through Owner Mark Braun. The employer's proposed exhibits were not received into evidence because they were not provided to the claimant prior to the start of the hearing. The administrative law judge took official notice of the administrative record.

## FINDINGS OF FACT

The administrative law judge, having heard the testimony and considered all the evidence in the record, finds: The claimant worked as a full-time driver associate for Door Desk Deliveries LLC, from April 14, 2025, to June 23, 2025, when he was discharged. As a driver associate, the claimant was responsible for loading packages into vehicles and delivering the packages to customers. The claimant worked from 9:20 a.m. to 7:20 p.m. four days a week.

The employer has a digital employee manual that contains an attendance policy. Pursuant to the attendance policy, if an employee is going to be unexpectedly absent, the employee is required to contact their dispatcher prior to the start of their shift and notify the dispatcher of their absence. If an employee becomes ill during their shift, the employee must call or text the dispatcher so that the dispatcher can make arrangements to have the employee's packages delivered. The claimant signed an acknowledgment of receipt of the handbook on April 11, 2025.

On or around May 11, 2025, the claimant was absent for his scheduled shift. Prior to the start of his shift, the claimant did not call and notify the dispatcher that he would be absent. Later that day, the employer issued the claimant a written warning for his "no call, no show" absence.

On June 18, 2025, part-way through the claimant's shift, the claimant suffered an acute episode of heat exhaustion. The claimant became ill, and he was unable to complete his route. The claimant called and informed the dispatcher of his illness and the dispatcher arranged for several other drivers to finish the claimant's route. The claimant left work early that day and called out absent due to illness the next day, June 19, 2025. The employer excused the claimant's absences on June 18 and June 19, 2025.

On Monday, June 23, 2025, the claimant tried to return to work. Between 9:30 and 10:00 a.m., while loading his delivery van with packages, the claimant began to feel ill. The claimant told another driver that he was not feeling well. The other driver advised the claimant to get inside his van and try to cool down, which the claimant did. After sitting in his van for a short time, the claimant left to begin delivering his packages.

While the claimant was driving to deliver his first package, he became physically ill, had to pull over, and realized he was not physically able to drive his route. The claimant tried calling his supervisor twice, but his supervisor did not answer. A short-while later, the dispatcher called the claimant and the claimant informed the dispatcher of his illness. The dispatcher told the claimant that she would try to figure out a solution. The claimant then drove back to the employer's distribution center.

Once back at the distribution center, the claimant texted his supervisor stating, "Van in lot, I cannot physically do this today." The claimant then left the employer's premises. Shortly after leaving, the claimant's supervisor called and informed the claimant that his employment was being terminated effective immediately for having abandoned his route.

The claimant's administrative records reflect that the claimant filed his initial claim for benefits with an effective date of June 22, 2025. Since filing his initial claim, the claimant has filed weekly claims for ten weeks between June 22, 2025, and August 30, 2025, and has received total unemployment insurance benefits of \$2,641. The employer did not participate in the fact-finding interview with Iowa Workforce Development because the employer did not receive a phone call at the time of the interview.

## CONCLUSION OF LAW

For the reasons that follow, the administrative law judge concludes the claimant was discharged from employment for no disqualifying reason. Benefits are allowed.

Iowa Code section 96.5(2)a and (d) provide:

An individual shall be disqualified for benefits, regardless of the source of the individual's wage credits:

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 disqualification shall continue 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.

...



d. For the purposes of this subsection, “misconduct” means a deliberate act or omission by an employee that constitutes a material breach of the duties and obligations arising out of the employee’s contract of employment. Misconduct is 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 even 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. Misconduct by an individual includes but is not limited to all of the following:

...

(9) Excessive unexcused tardiness or absenteeism.

Iowa Admin. Code r. 871-24.24(6) provides:

(6) Excessive unexcused absenteeism. Excessive unexcused absenteeism is an intentional disregard of the duty owed by the claimant to the employer and shall be considered misconduct except for illness or other reasonable grounds for which the employee was absent and that were properly reported to the employer.

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 Dep’t of Job Serv.*, 321 N.W.2d 6 (Iowa 1982). The issue is not whether the employer made a correct decision in separating the claimant, but whether the claimant is entitled to unemployment insurance benefits. *Infante v. Iowa Dep’t of Job Serv.*, 364 N.W.2d 262 (Iowa Ct. App. 1984). What constitutes misconduct justifying termination of an employee and what misconduct warrants denial of unemployment insurance benefits are two separate decisions. *Pierce v. Iowa Dep’t of Job Serv.*, 425 N.W.2d 679 (Iowa Ct. App. 1988). The law limits disqualifying misconduct to substantial and willful wrongdoing or repeated carelessness or negligence that equals willful misconduct in culpability. *Lee v. Emp’t Appeal Bd.*, 616 N.W.2d 661 (Iowa 2000).

The employer must prove two elements to establish misconduct based on absenteeism. First, the absences must be excessive. *Sallis v. Emp’t Appeal Bd.*, 437 N.W.2d 895 (Iowa 1989). The determination of whether unexcused absenteeism is excessive necessarily requires consideration of past acts and warnings. *Higgins v. Iowa Dep’t of Job Serv.*, 350 N.W.2d 187, 192 (Iowa 1984). Second, the absences must be unexcused. *Cosper*, 321 N.W.2d at 10. The requirement of “unexcused” can be satisfied in two ways. An absence can be unexcused either because it was not for “reasonable grounds,” *Higgins*, 350 N.W.2d at 191, or because it was not “properly reported,” holding excused absences are those “with appropriate notice.” *Cosper*, 321 N.W.2d at 10.

Absences due to properly reported illness or injury cannot constitute work-connected misconduct since they are not volitional, even if the employer was fully within its rights to assess points or impose discipline up to or including discharge for the absence under its attendance policy. Iowa Admin. Code r. 871-24.24(6); *Cosper*, 321 N.W.2d at 9. An employer’s no-fault absenteeism policy or point system is not dispositive of the issue of qualification for unemployment insurance benefits. Absences related to issues of personal responsibility such as transportation, lack of childcare, and oversleeping are not considered excused. *Higgins*, 350 N.W.2d at 191. When a claimant does not provide an excuse for an absence, the absence is deemed unexcused. *Id.* The term “absenteeism” also encompasses conduct that is more accurately referred to as “tardiness.” An absence is an extended tardiness; and an incident of tardiness is a limited absence.

It is the duty of the administrative law judge as the trier of fact in this case, to determine the credibility of witnesses, weigh the evidence and decide the facts in issue. *Arndt v. City of LeClaire*, 728 N.W.2d 389, 394-395 (Iowa 2007). The administrative law judge may believe all, part or none of any witness’s testimony. *State v. Holtz*, 548 N.W.2d 162, 163 (Iowa App. 1996). In assessing the credibility of witnesses, the administrative law judge should consider the evidence using his or her own observations, common sense and experience. *Id.* In determining the facts, and deciding what testimony to believe, the fact finder may consider the following factors: whether the testimony is reasonable and consistent with other believable evidence; whether a witness has made inconsistent statements; the witness's appearance, conduct, age, intelligence, memory and knowledge of the facts; and the witness's interest in the trial, their motive, candor, bias and prejudice. *Id.*

The findings of fact show how I have resolved the disputed factual issues in this case. I assessed the credibility of the witnesses who testified during the hearing, considering the applicable factors listed above, and using my own common sense and experience. The administrative law judge found the claimant’s testimony, particularly concerning his communication with his supervisor and dispatcher on June 23, 2025, to be specific, detailed, and better supported by other believable evidence. For this reason, I gave greater weight to the claimant’s version of events than to the employer’s version of events.

The employer has not established that the claimant had excessive absences that would be considered unexcused for purposes of unemployment insurance eligibility. The claimant’s final absence on June 23, 2025, was due to illness and was properly reported. Because the claimant’s final absence was properly reported and was due to illness, no final or current incident of unexcused



absenteeism occurred that establishes work-connected misconduct. Without a current or final act of misconduct, the history of other absences need not be examined. The claimant was discharged for no disqualifying reason. Benefits are allowed provided the claimant is otherwise eligible.

Because the claimant's separation was not disqualifying, the issues of overpayment, repayment and participation are moot.

**DECISION/REMAND**

The August 8, 2025, unemployment insurance decision is affirmed. The claimant was discharged from employment on June 23, 2025, for no disqualifying reason. Benefits are allowed, provided the claimant is otherwise eligible. The issues of overpayment, repayment, and participation are moot.



Patrick THOMAS

Administrative Law Judge

Iowa Department of Inspections, Appeals, & Licensing

Administrative Hearings Division

Unemployment Insurance Appeals Bureau

**Please see the last page of this document for important information about reopening the appeal and further appeal rights.**



## INSTRUCTIONS FOR FILING AN APPEAL

If you disagree with the decision, you or any interested party may:

1. Appeal to the Employment Appeal Board within fifteen (15) days of the date under the judge's signature by submitting a written appeal via mail, fax, or online to:

Employment Appeal Board  
6200 Park Avenue Suite 100  
Des Moines, IA 50321  
Fax: (515)281-7191  
Online: IowaWORKS account

The appeal period will be extended to the next business day if the last day to appeal falls on a weekend or a legal holiday.

AN APPEAL TO THE BOARD SHALL STATE CLEARLY:

1. A reference to the decision from which the appeal is taken.
2. That an appeal from such decision is being made and such appeal is signed.
3. The grounds upon which such appeal is based.

An Employment Appeal Board decision is final agency action. If a party disagrees with the Employment Appeal Board decision, they may then file a petition for judicial review in district court.

2. If no one files an appeal of the judge's decision with the Employment Appeal Board within fifteen (15) days, the decision becomes final agency action, and you have the option to file a petition for judicial review in District Court within thirty (30) days after the decision becomes final. Additional information on how to file a petition can be found at Iowa Code 17A.19, which is online at <https://www.legis.iowa.gov/docs/code/17a.19.pdf> or by contacting the District Court Clerk of Court <https://www.iowacourts.gov/iowa-courts/court-directory/>.

**Note to Parties:** YOU MAY REPRESENT yourself in the appeal or obtain a lawyer or other interested party to do so provided there is no expense to Iowa Workforce Development. If you wish to be represented by a lawyer, you may obtain the services of either a private attorney or one whose services are paid for with public funds.

**Note to Claimant:** It is important that you file your weekly claim as directed, while the appeal is pending, to protect your continuing right to benefits.

### SERVICE INFORMATION:

A true and correct copy of this decision was mailed to each of the parties listed.



## **Babel Notice – Claim and Appeal Information**

**Aviso:** Aviso: Documento De Beneficios Del Seguro De Desempleo  
Y Información De Apelación

### **IMPORTANT!**

This document contains important information about your unemployment compensation rights, responsibilities and/or benefits. It is critical that you understand the information in this document. **DEADLINE FOR APPEAL:** If you disagree with this determination or decision, you must file an appeal before the deadline noted in this document. **IMMEDIATELY:** If needed, call 866-239-0843 for assistance in the translation and understanding of the information in the document(s) you have received.

### **¡IMPORTANTE!**

Este documento contiene información importante sobre sus derechos, obligaciones y/o beneficios de compensación por desempleo. Es muy importante que usted entienda la información contenida en este documento. **PLAZO LÍMITE PARA APELAR:** Si usted está en desacuerdo con esta determinación o decisión, debe presentar una apelación antes del plazo límite indicado en este documento. **INMEDIATAMENTE:** Si necesita asistencia para traducir y entender la información contenida en el documento(s) que recibió, llame al 866-239-0843.

### **重要提示！**

这份文件包含有关失业补偿的权利、责任和/或利益的重要信息。您需要理解本文件中的信息，这一点至关重要。

**上诉截止日期：**如果您不同意本裁定或决定，您必须在本文件所载截止日期前提出上诉。**立即：**如果需要，请拨打866-239-0843，可获得帮助，以利您翻译和理解所收到的文件中的信息。

### **IMPORTANT!**

Ce document contient des informations importantes sur vos droits d'allocation de chômage, vos responsabilités et/ou vos bénéfices. Il est indispensable que vous compreniez le contenu de ce document. **DATE LIMITE POUR FAIRE APPEL:** Si vous n'êtes pas d'accord avec cette détermination ou décision, vous devrez faire un appel avant la date limite signalée dans ce document. **IMMÉDIATEMENT:** Si nécessaire, téléphonez au 866-239-0843 pour avoir de l'assistance sur la traduction et/ou la compréhension de ce document.

### **WICHTIG!**

Diese Dokument enthält wichtige Hinweise zu ihren Rechten, Pflichten bzw. Leistungen im Rahmen der Arbeitslosenunterstützung. Es ist entscheidend, dass Sie die Informationen in diesem Dokument verstehen. **FRIST ZUR BESCHWERDEEINLEGUNG:** Wenn Sie mit der Feststellung oder Entscheidung nicht einverstanden sind, müssen Sie vor Ablauf der in diesem Dokument aufgeführten Frist eine Beschwerde einlegen. **SOFORT:** Sofern erforderlich, rufen Sie die Telefonnummer 866-239-0843 an und erkundigen sich nach Hilfsdiensten bei der Übersetzung und zum Verständnis der Informationen in dem (den) von Ihnen erhaltenen Dokument(en).

### **IMPORTANTE!**

Ang mga dokumentong ito ay naglalaman ng mahalagang impormasyon tungkol sa iyong mga karapatan na makatanggap ng kabayaran, mga responsibilidad at /o benepisyo dahil sa pagkawala ng trabaho. Napakahalagang maunawaan mo ang mga impormasyong nilalaman sa dokumentong ito. **HULING ARAW PARA UMAPILA:** Kung hindi ka sumasang-ayon sa pagpapasiya o desisyon, dapat kang maghabol o magharap ng apila bago dumating ang huling araw na nabanggit sa dokumentong ito. **KAAGAD:** Kung kinakailangan ang tulong, tumawag sa 866-239-0843 para sa pagsasalin ng wika at pag-unawa ng impormasyon sa mga dokumentong natanggap mo.

### **IMPORTANTE:**

Questo documento contiene informazioni importanti sui Suoi diritti di indennizzo di disoccupazione, sulle sue responsabilità e i suoi benefit. E' cruciale che Lei comprenda appieno le informazioni contenute in questo documento. **SCADENZA PER IL RICORSO:** Se non si trova in accordo con questa determinazione o decisione, dovrà presentare ricorso prima della scadenza riportata nel presente documento. **INMEDIATAMENTE:** In caso di necessità chiami il 866-239-0843 per assistenza alla traduzione e comprensione delle informazioni contenute nei documenti ricevuti.

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Tài liệu này chứa đựng tin tức quan trọng về quyền hạn, trách nhiệm và/hoặc những lợi ích được đền bù trong khi thất nghiệp. Đó là điều tối cần thiết mà quý vị phải hiểu rõ những tin tức trong tài liệu này. **HẠN CHÓT KHIẾU NẠI:** Nếu quý vị không đồng ý với quyết định này, quý vị phải nộp đơn khiếu nại trước hạn chót ghi rõ trong tài liệu này. **MỘT CÁCH NHANH CHÓNG:** Nếu cần xin hãy gọi số 866-239-0843 để được giúp đỡ trong việc phiên dịch và hiểu rõ những tin tức trong tài liệu quý vị đã nhận.

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이 문서는 실업보상 권리, 책임 및/또는 혜택에 대한 중요한 정보가 포함되어 있습니다. 이 문서에 있는 정보를 이해 하는 것은 매우 중요합니다. **항소 마감:** 이 결정에 이견이 있으시면 항소인은 문서에 언급된 마감일 전에 항소를 제기하셔야 합니다. **즉시:** 받으신 문서의 번역 및 이해를 위해서 도움이 필요하시면 866-239-0843 로연락을 하시기 바랍니다.

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Ovaj dokument sadrži važne informacije o vašim pravima za naknadu nezaposlenosti, odgovornostima i/ili beneficijama. Veoma je važno da shvatite informacije u ovom dokumentu. **ROK ZA ŽALBU:** Ako se ne slažete s ovim određivanjem ili odlukom, morate uložiti žalbu prije roka navedenog u ovom dokumentu. **ODMAH:** Ako je potrebno, nazovite 866-239-0843 za pomoć u prijevodu i razumijevanju informacija u dokumentu(ima) kojeg ste primili.

### ໝາາງເຫລອ ສາ

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### هام!

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