

IOWA WORKFORCE DEVELOPMENT
Unemployment Insurance Appeals Section
1000 East Grand—Des Moines, Iowa 50319
DECISION OF THE ADMINISTRATIVE LAW JUDGE
68-0157 (7-97) – 3091078 - EI

DEAN L MAILE
PO BOX 451
STRAWBERRY POINTS IA 52076-0451

SEDONA INC
612 VALLEY VIEW DR
MOLINE IL 61265

Appeal Number: 06A-UI-04595-DWT
OC: 03/26/06 R: 04
Claimant: Appellant (2/R)

This Decision Shall Become Final, unless within fifteen (15) days from the date below, you or any interested party appeal to the Employment Appeal Board by submitting either a signed letter or a signed written Notice of Appeal, directly to the **Employment Appeal Board, 4th Floor—Lucas Building, Des Moines, Iowa 50319.**

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.

STATE CLEARLY

1. The name, address and social security number of the claimant.
2. A reference to the decision from which the appeal is taken.
3. That an appeal from such decision is being made and such appeal is signed.
4. The grounds upon which such appeal is based.

YOU MAY REPRESENT yourself in this appeal or you may obtain a lawyer or other interested party to do so provided there is no expense to 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. It is important that you file your claim as directed, while this appeal is pending, to protect your continuing right to benefits.

(Administrative Law Judge)

(Decision Dated & Mailed)

Section 96.5-1, 2 – Employment Separation

STATEMENT OF THE CASE:

Dean L. Maile (claimant) appealed a representative's April 21, 2006 decision (reference 01) that concluded he was not qualified to receive benefits as of December 16, 2005, and the account of Sedona, Inc. (employer) would not be charged because the claimant voluntarily quit his employment for reasons that do not qualify him to receive benefits. After hearing notices were mailed to the parties' last-known addresses of record, a telephone hearing was held on May 15, 2006. The claimant participated in the hearing with his spouse, Michelle Carnicle. Colleen McGuinty, benefits administrator, and Jennifer Sharer, a project manager, appeared on the employer's behalf.

ISSUE:

Did the claimant voluntarily quit his employment for reasons that do not qualify him to receive unemployment insurance benefits, or did the employer discharge the claimant for work-connected misconduct?

FINDINGS OF FACT:

Before the employer assigned the claimant to a job in August 2005, the claimant informed the employer he could not work after December 16 because airline tickets had already been purchased for him and his wife to fly to England on December 17, 2005. It was anticipated the job assignment would end in November. Even knowing the claimant would not work beyond December 16, 2005, the employer hired the claimant and he started the job on August 16, 2005.

On October 12, the claimant asked the employer for clarification about the job reminding the employer he could not work after December 16 on this project. The employer responded that if the project had not been completed by that time, another person would be assigned to finish the job. The project was not completed by December 16, 2005, the claimant's last day of work.

The claimant and his wife flew to England on December 17, 2005. The claimant did not return to Iowa until January 7, 2006. Another person completed the job for the employer on January 6, 2006. The employer's records indicate the first time the claimant contacted the employer about another job assignment was February 8, 2006.

REASONING AND CONCLUSIONS OF LAW:

A claimant is not qualified to receive unemployment insurance benefits if he voluntarily quits employment without good cause or an employer discharges him for reasons constituting work-connected misconduct. Iowa Code §§96.5-1, 2-a. In this case, the claimant and employer agreed before the claimant started working on August 16, 2005, that the claimant would only work until December 16, 2005. Even though the job was not completed, the claimant worked until the date he had contracted to work on the job the employer had assigned him to. Under these circumstances, the claimant did not voluntarily quit and the employer did not discharge him. Therefore, the reasons for the claimant's December 16, 2005 employment separation do not disqualify him from receiving unemployment insurance benefits.

The record, however, indicates the claimant filed claims when he was in England. As result, the issue of whether the claimant was able to and available for work as of December 25, 2005, is remanded to the Claims Section to investigate and issue a written decision. In addition to the claimant flying to England on December 17, 2005, and not returning to Iowa until January 7, 2006, the Claims Section should also inquire as to when the claimant contacted the employer in 2006 to inform the employer he was again available for work.

DECISION:

The representative's April 21, 2006 decision (reference 01) is reversed. The employer and claimant agreed before the claimant began working on August 16, 2005, that the claimant would not work after December 16, 2005, on an assigned project. Even though the work on the project was not completed until January 6, 2006, the claimant worked until December 16, 2005, the agreed upon date that he would work. Under these facts, the reasons for the claimant's employment separation do not disqualify the claimant from receiving unemployment insurance benefits. As of March 26, 2006, the claimant is qualified to receive unemployment insurance benefits, provided he meets all other eligibility requirements. The employer's account may be charged for benefits paid to the claimant. An issue of whether the claimant is able to and available for work as of December 25, 2005, (when the claimant was in England) is remanded to the Claims Section to investigate and issue a written decision.

dlw/pjs