

**IOWA WORKFORCE DEVELOPMENT
UNEMPLOYMENT INSURANCE APPEALS**

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

DAVID PULLEYBLANK
Claimant

APPEAL NO: 09A-UI-06879-DW

**ADMINISTRATIVE LAW JUDGE
DECISION**

TARGET CORPORATION
Employer

OC: 03/29/09
Claimant: Appellant (2)

Section 96.5-2-a - Discharge

STATEMENT OF THE CASE:

David Pulleyblank (claimant) appealed a representative's April 29, 2009 decision (reference 01) that concluded he was not qualified to receive benefits, and the account of Target Corporation (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, an in-person hearing was held on June 3, 2009, in Waterloo. The claimant participated in the hearing with his attorney, E. J. Gallagher, III. After the hearing had been concluded, the administrative law judge received information the employer had faxed a letter to the Appeals Section indicating they were not going to participate in the hearing. Based on the evidence, the arguments of the claimant, and the law, the administrative law judge enters the following findings of fact, reasoning and conclusions of law, and decision.

ISSUE:

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

FINDINGS OF FACT:

The claimant started working for the employer in November 1999. The claimant worked full-time on the overnight shift in the stockroom and receiving department. J., the claimant's most recent supervisor, had only supervised him the last three or four months.

Prior to March 18, 2009, the employer had not given the claimant any written warnings or suspended him for any work-related issues. During his March 17/18 shift, a co-worker came to the claimant's work area and started doing the claimant's work. The claimant did not want the co-worker to help him because the co-worker had not yet finished his own work. The claimant asked why the co-worker was in the claimant's work area when he had not completed his own work yet. The co-worker told the claimant he was trying to help the claimant so he could leave work early. The co-worker asked the claimant how he would like it if the co-worker reported their verbal exchange to a supervisor. The claimant and co-worker "argued" with one another for one or two minutes.

No other employee approached the claimant or co-worker when they had their verbal exchange. The claimant did not have any further exchanges with this co-worker and completed his shift without any further incident. When the claimant reported to work later on March 18, J. discharged him for creating a hostile work environment. The employer did not ask the claimant his version of what happened the night before.

REASONING AND CONCLUSIONS OF LAW:

A claimant is not qualified to receive unemployment insurance benefits if voluntarily quits employment without good cause attributable to the employer, or an employer discharges him for reasons constituting work-connected misconduct. Iowa Code sections Section 96.5-1, 2-a. The facts do not establish that the claimant quit his employment. Instead, the employer discharged him on March 18, 2009.

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).

For unemployment insurance purposes, misconduct amounts to a deliberate act and a material breach of the duties and obligations arising out of a worker's contract of employment. Misconduct is a deliberate violation or disregard of the standard of behavior the employer has a right to expect from employees or is 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 are not deemed to constitute work-connected misconduct. 871 IAC 24.32(1)(a).

The employer may have had compelling business reasons for discharging the claimant. The facts presented at the hearing do not establish that the claimant committed work-connected misconduct. Therefore, as of March 29, 2009, the claimant is qualified to receive benefits.

DECISION:

The representative's April 29, 2009 decision (reference 01) is reversed. The claimant did not quit his employment. Instead, the employer discharged the claimant for reasons that do not constitute work-connected misconduct. As of March 29, 2009, the claimant is qualified to receive benefits, provided he meets all other eligibility requirements. The employer's account may be charged for benefits paid to the claimant.

Debra L. Wise
Administrative Law Judge

Decision Dated and Mailed

dlw/pjs