

ISSUE:

Did the claimant voluntarily quit his employment for reasons that 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 on December 15, 2004. He worked as an over-the-road truck driver. The claimant drove with another driver.

Prior to April 21, 2005, the claimant's dispatcher became upset with the claimant and his co-driver because they delivered a load late. After this incident occurred, the dispatcher did not assign weekend work to the claimant and his co-driver. Instead, the dispatcher had the claimant sit at rest stops over the weekend.

On April 21, 2005, the claimant and the dispatcher had a verbal argument after the dispatcher told the claimant he would again be sitting instead of driving over a weekend. During the course of the verbal confrontation, the dispatcher told the claimant to get out of the truck because he was discharged. The claimant left as the dispatcher instructed and did not return to work.

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. The facts do not establish that the claimant quit his employment. Based on the claimant and witness's testimony, the evidence establishes the dispatcher discharged the claimant on April 21, 2005.

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 do not, however, establish that the claimant committed work-connected misconduct. Even though the claimant engaged in a verbal dispute with his dispatcher on April 21, 2005, this

isolated incident does not rise to the level of work-connected misconduct. As of September 25, 2005, the claimant is qualified to receive benefits.

DECISION:

The representative's October 12, 2005 decision (reference 01) is affirmed. The employer discharged the claimant on April 21, 2005, for reasons that do not constitute work-connected misconduct. As of September 25, 2005, 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.

dlw/pjs