

ISSUE:

Did the claimant voluntarily quit his employment for reasons that qualify him to receive unemployment insurance benefits, or did the employer discharge him for work-connected misconduct?

FINDINGS OF FACT:

The claimant registered to work for the employer's business clients on July 30, 2004. The employer most recently assigned the claimant a job on June 14, 2005. The claimant's last day of work at this assignment was July 26, 2005.

On July 25, 2005, Mr. Ashenselter talked to the claimant about his attendance. The client complained about the claimant's absences for medical reasons and because he left work early. The claimant understood he needed to improve his attendance. On July 26, the claimant left work early.

On July 27, the employer told the claimant the client ended the claimant's assignment because of continued attendance problems. The employer did not have another job to assign to the claimant on July 27. The employer would have assigned the claimant to another job if there had been one to assign to him. The employer asked the claimant to keep in touch. The claimant has not again contacted the employer.

REASONING AND CONCLUSIONS OF LAW:

A claimant is not qualified to receive unemployment insurance benefits if an employer discharges him for reasons constituting work-connected misconduct. Iowa Code §96.5-2-a. 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).

Although the employer's business client ended the claimant's assignment because of attendance issues, the employer would have assigned the claimant another job immediately if the employer had a job to assign him on July 27, 2005. The evidence does not establish that the claimant committed work-connected misconduct. The unemployment insurance law does not require a claimant to regularly contact a temporary employment firm for a job assignment.

While this practice may be a good way to become reemployed, the claimant cannot be held ineligible for failing to do this. As of July 31, 2005, the claimant is qualified to receive unemployment insurance benefits.

The employer is not one of the claimant's base period employers. During the claimant's current benefit year, which ended September 3, 2005, the employer's account is not subject to charge.

DECISION:

The representative's August 31, 2005 decision (reference 04) is affirmed. The employer's client ended the claimant's work assignment for reasons that do not constitute work-connected misconduct. As of July 31, 2005, the claimant is qualified to receive unemployment insurance benefits, provided he meets all other eligibility requirements. During the claimant's benefit year that ended September 3, 2005, the employer's account will not be charged.

dlw/kjw