

**IOWA WORKFORCE DEVELOPMENT
UNEMPLOYMENT INSURANCE APPEALS**

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

DONALD LUCART
Claimant

APPEAL NO. 09A-UI-19148-BT

**ADMINISTRATIVE LAW JUDGE
DECISION**

ADVANCE SERVICES INC
Employer

**Original Claim: 10/11/09
Claimant: Appellant (1)**

Iowa Code § 96.5-1 - Voluntary Quit

STATEMENT OF THE CASE:

Donald Lucart (claimant) appealed an unemployment insurance decision dated December 18, 2009, reference 02, which held that he was not eligible for unemployment insurance benefits because he voluntarily quit his employment with Advance Services, Inc. (employer) without good cause attributable to the employer. After hearing notices were mailed to the parties' last-known addresses of record, a telephone hearing was held on February 2, 2010. The claimant participated in the hearing. The employer participated through Jackie Finkral, Retention Coordinator. Employer's Exhibits One and Two and Claimant's Exhibit A were admitted into evidence. Based on the evidence, the arguments of the parties, and the law, the administrative law judge enters the following findings of fact, reasoning and conclusions of law, and decision.

ISSUE:

The issue is whether the claimant's voluntary separation from employment qualifies him to receive unemployment insurance benefits.

FINDINGS OF FACT:

The administrative law judge, having heard the testimony and having considered all of the evidence in the record, finds that: The claimant was hired as a temporary employee on September 29, 2008. At the time of hire, the claimant signed an assignment policy statement that advised him of the requirement to check in for additional work after the completion of an assignment. The employer requires employees to check in within three working days after an assignment ends to provide the employer notification of the claimant's availability, and failure to do so would be considered as a voluntary quit. The claimant was given a copy of the availability statement, which is not part of the application or contract of employment.

The assignment policy provides that the employee may be repeatedly moved between different assignments at the employer's discretion. Additionally, the assignment policy advises employees they are expected to complete any assignment they accept and failure to complete an assignment is considered a voluntary termination with the employer. The claimant was most recently assigned to work at Dean Foods Company on November 27, 2009. He voluntarily quit

his employment on November 29, 2009, when he told Dean Foods that he could not do the job for ten hours. The claimant was advised to leave if he could not or would not do the job. The claimant did not contact the employer until December 1, 2009.

REASONING AND CONCLUSIONS OF LAW:

The issue in this case is whether the reasons for the claimant's separation from employment qualify him to receive unemployment insurance benefits. The claimant is not qualified to receive unemployment insurance benefits if he voluntarily quit without good cause attributable to the employer or if the employer discharged him for work-connected misconduct. Iowa Code §§ 96.5-1 and 96.5-2-a.

Iowa Code § 96.5-1 provides:

An individual shall be disqualified for benefits:

1. Voluntary quitting. If the individual has left work voluntarily without good cause attributable to the individual's employer, if so found by the department.

The claimant voluntarily quit his employment on November 29, 2009, according to the employer's policy, when he refused to complete his assignment. It is his burden to prove that the voluntary quit was for a good cause that would not disqualify him. Iowa Code § 96.6-2. The claimant has not satisfied that burden and benefits are denied.

DECISION:

The unemployment insurance decision dated December 18, 2009, reference 02, is affirmed. The claimant voluntarily left work without good cause attributable to the employer. Benefits are withheld until he has worked in and has been paid wages for insured work equal to ten times his weekly benefit amount, provided he is otherwise eligible.

Susan D. Ackerman
Administrative Law Judge

Decision Dated and Mailed

sda/kjw