

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

CARRIE A SCOTT PRICE
511 N 7TH ST
CENTERVILLE IA 52544-1305

DEE ZEE INC
C/O ADP UCM THE FRICK CO
PO BOX 66744
ST LOUIS MO 63166-6831

Appeal Number: 06A-UI-05686-JTT
OC: 04/23/06 R: 03
Claimant: Respondent (1)

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) - Voluntary Quit
871 IAC 24.26(19) - Temporary Employment

STATEMENT OF THE CASE:

Dee Zee filed a timely appeal from the May 19, 2006, reference 01, decision that allowed benefits. After due notice was issued, a hearing was held on June 19, 2006. Claimant Carrie Scott Price participated. Human Resources Manager Cindy Moyer represented the employer.

FINDINGS OF FACT:

Having reviewed all of the evidence in the record, the administrative law judge finds: Carrie Scott Price was employed by Dee Zee as a full-time assembly-line worker from April 1, 2005 until February 28, 2006. Ms. Scott Price worked for Dee Zee while she was incarcerated at the Iowa Correctional Facility for Women at Mitchellville and the employment was pursuant to arrangements the employer had entered into with the correctional facility. Ms. Scott Price's

employment ended on the date she was paroled. Pursuant to Dee Zee policy, Ms. Scott Price would have been required to re-apply for employment after her parole and experience a two-week separation from the employer before she would be considered for further employment. The employer did not approach Ms. Scott Price about continuing her employment after her parole. Ms. Scott Price was not interested in continuing in the employment because she was paroled to Centerville, an hour and a half away from the employment.

REASONING AND CONCLUSIONS OF LAW:

The question is whether the evidence establishes that the claimant's separation from the employment was for good cause attributable to the employer. It does.

871 IAC 24.26(19) provides:

Voluntary quit with good cause attributable to the employer and separations not considered to be voluntary quits. The following are reasons for a claimant leaving employment with good cause attributable to the employer:

(19) The claimant was employed on a temporary basis for assignment to spot jobs or casual labor work and fulfilled the contract of hire when each of the jobs was completed. An election not to report for a new assignment to work shall not be construed as a voluntary leaving of employment. The issue of a refusal of an offer of suitable work shall be adjudicated when an offer of work is made by the former employer. The provisions of Iowa Code section 96.5(3) and rule 24.24(96) are controlling in the determination of suitability of work. However, this subrule shall not apply to substitute school employees who are subject to the provisions of Iowa Code section 96.4(5) which denies benefits that are based on service in an educational institution when the individual declines or refuses to accept a new contract or reasonable assurance of continued employment status. Under this circumstance, the substitute school employee shall be considered to have voluntarily quit employment.

The employer hired the claimant with full knowledge that the claimant was incarcerated at Mitchellville. The employer's policy required that Ms. Scott Price separate from the employment at the time of her parole and undergo a separate application process to seek re-employment with Dee Zee. Thus, the employment was temporary in nature. The claimant fulfilled her temporary employment assignment.

DECISION:

The Agency representative's May 19, 2006, reference 01, decision is affirmed. The claimant completed her temporary employment assignment. The claimant is eligible for benefits, provided she is otherwise eligible.

jt/kkf