

**IOWA WORKFORCE DEVELOPMENT
UNEMPLOYMENT INSURANCE APPEALS**

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

KIRA T LITTLE SKY

Claimant

APPEAL NO. 07A-UI-07055-CT

**ADMINISTRATIVE LAW JUDGE
DECISION**

EXPRESS SERVICES INC

Employer

**OC: 06/17/07 R: 03
Claimant: Respondent (2)**

Section 96.5(1)j – Temporary Employment
Section 96.3(7) – Recovery of Overpayments

STATEMENT OF THE CASE:

Express Services, Inc. filed an appeal from a representative's decision dated July 16, 2007, reference 02, which held that no disqualification would be imposed regarding Kira Little Sky's separation from employment. After due notice was issued, a hearing was held by telephone on August 6, 2007. Ms. Little Sky participated personally. The employer participated by Chris Wundram, Sales Executive.

The parties disputed whether Ms. Little Sky had made contact within three working days of the end of her last assignment. The hearing record was left open to allow Ms. Little Sky to provide documents from her cell phone carrier. As of the date of the decision herein, the records have not been produced. Ms. Little Sky did not respond to telephone messages left for her by the administrative law judge on August 14 and August 15. Having not heard from her and having not received the documents, the administrative law judge closed the hearing record on August 16, 2007.

ISSUE:

At issue in this matter is whether Ms. Little Sky was separated from employment for any disqualifying reason.

FINDINGS OF FACT:

Having heard the testimony of the witnesses and having reviewed all of the evidence in the record, the administrative law judge finds: Ms. Little Sky began working through Express Services, Inc., a temporary placement firm, on May 15, 2006. She completed a one-day assignment on June 18, 2007. The employer did not hear further from her until July 16, 2007.

At the time of hire, Ms. Little Sky was provided a written document advising that she had to seek reassignment within three working days of the end of an assignment. The reporting requirement is the only provision contained on the document, a copy of which was provided to Ms. Little Sky at the time of hire.

Ms. Little Sky filed a claim for job insurance benefits effective June 17, 2007. She has received a total of \$1,816.00 in benefits since filing her claim.

REASONING AND CONCLUSIONS OF LAW:

Ms. Little Sky was hired for placement in temporary work assignments. An individual so employed must complete the last assignment in order to avoid the voluntary quit provisions of the law. See 871 IAC 24.26(19). She completed her last assignment on June 18, 2007. However, she did not seek reassignment within three working days of the end of the assignment as required by Iowa Code section 96.5(1)j. She had been notified of this requirement at the time of hire. The notice provided to her by the employer complied with the requirements of section 96.5(1)j in that it was contained on a document that did not address other matters and a copy was provided to Ms. Little Sky.

Ms. Little Sky contended that she was in contact with Express Services, Inc. by telephone on June 20, 2007. However, given her failure to produce the telephone records to establish this contention and given that the employer has no record of her making contact on June 20, the administrative law judge must conclude that there was no contact on June 20.

Because Ms. Little Sky did not seek reassignment, her separation is considered a voluntary quit without good cause attributable to the employer. Therefore, benefits are denied. Ms. Little Sky has received benefits since filing her claim. Based on the decision herein, the benefits received now constitute an overpayment and must be repaid. Iowa Code section 96.3(7).

DECISION:

The representative's decision dated July 16, 2007, reference 02, is hereby reversed. Ms. Little Sky voluntarily quit her employment for no good cause attributable to the employer. Benefits are withheld until such time as she has worked in and been paid wages for insured work equal to ten times her weekly job insurance benefit amount, provided she satisfies all other conditions of eligibility. Ms. Little Sky has been overpaid \$1,816.00 in job insurance benefits.

Carolyn F. Coleman
Administrative Law Judge

Decision Dated and Mailed

cfc/pjs