

**IOWA WORKFORCE DEVELOPMENT
UNEMPLOYMENT INSURANCE APPEALS**

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

JANE E HASTINGS
Claimant

APPEAL NO. 11A-UI-02275-NT

**ADMINISTRATIVE LAW JUDGE
DECISION**

L A LEASING
Employer

OC: 08/08/10
Claimant: Appellant (2)

Section 96.5-1-a – Voluntary Quit for Sole Purpose of Accepting Other Employment

STATEMENT OF THE CASE:

Claimant filed a timely appeal from a representative's decision dated February 22, 2011, reference 02, that denied unemployment insurance benefits. After due notice, a telephone hearing was held on March 24, 2011. Claimant participated personally. The employer participated by Ms. Colleen McGuinty, UI Administrator, and Ms. Niki Kifer, President.

ISSUE:

The issue is whether the claimant left employment with good cause attributable to the employer.

FINDINGS OF FACT:

Having considered all of the evidence in the record, the administrative law judge finds: Jane Hastings was employed by Sedona Staffing from September 15, 2010 until December 20, 2010 when she left the temporary employment firm to accept full-time permanent employment with TM Ink.

Ms. Hastings had initially been assigned to work at TM Ink through Sedona Staffing on a "temp-to-hire" program. Ms. Hastings completed the requirements to be hired directly by TM Ink and accepted full-time employment with the new employer effective December 20, 2010. Ms. Hastings worked for TM Ink and has earned wages for performing services for that company. Ms. Hastings continues to be employed by TM Ink at the time of hearing.

REASONING AND CONCLUSIONS OF LAW:

The question before the administrative law judge is whether the evidence in the record establishes that the claimant left employment with Sedona Staffing for the sole purpose of accepting other, better employment and whether the claimant did accept the new employment and perform services for the new employer. It does.

Iowa Code § 96.5-1-a 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. But the individual shall not be disqualified if the department finds that:

a. The individual left employment in good faith for the sole purpose of accepting other or better employment, which the individual did accept, and the individual performed services in the new employment. Benefits relating to wage credits earned with the employer that the individual has left shall be charged to the unemployment compensation fund. This paragraph applies to both contributory and reimbursable employers, notwithstanding section 96.8, subsection 5.

The evidence in the record shows that the claimant was assigned to work at TM Ink by Sedona Staffing on a "temp-to-hire" program and that after Ms. Hastings fulfilled the requirements of the "temp-to-hire" program she was offered and accepted full-time employment with TM Ink. The evidence establishes that Ms. Hastings performed services for TM Ink and was paid wages for her services and that the claimant continues to be employed by TM Ink at the time of the hearing.

Inasmuch as the evidence establishes that the claimant left employment in good faith for the sole purpose of accepting other, better employment and that Ms. Hastings has performed services in the new employment, she is not subject to a benefit disqualification and benefits relating to the wage credits earned with Sedona Staffing shall be charged to the Unemployment Compensation Fund.

DECISION:

The representative's decision dated February 22, 2011, reference 02, is reversed. The claimant is eligible to receive unemployment insurance benefits providing that she meets all other eligibility requirements of Iowa law. Benefits related to wage credits the claimant earned with the employer she left (Sedona Staffing) shall be charged to the Unemployment Compensation Fund.

Terence P. Nice
Administrative Law Judge

Decision Dated and Mailed

pjs/pjs