

**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**

**SHANE L SANDEN
310 N BIRCH ST
CRESTON IA 50801**

**ADVANCE SERVICES INC
c/o TALX UCM SERVICES INC
PO BOX 66864
ST LOUIS MO 63166-6864**

**Appeal Number: 06A-UI-07937-CT
OC: 11/06/05 R: 03
Claimant: Appellant (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)j – Temporary Employment

STATEMENT OF THE CASE:

Shane Sanden filed an appeal from a representative's decision dated July 27, 2006, reference 03, which denied benefits based on his separation from Advance Services, Inc. After due notice was issued, a hearing was held by telephone on August 23, 2006. The employer participated by Tracy Davis, Office Manager. Mr. Sanden was on the line at the commencement of the hearing. However, he was no longer on the line when the administrative law judge attempted to administer the oath. An attempt was made to reconnect him but his number was answered by a recording. A voice message was left for him. The hearing record closed at 2:10 p.m. As of that time, Mr. Sanden had not contacted the Appeals Bureau. He called at 2:45 p.m. to advise that his cell phone had died during the hearing. The administrative law judge attempted to return the call at 3:41 p.m. but again received a recording. A voice

message was again left for Mr. Sanden. As of August 25, he had not returned the call from the administrative law judge. The hearing notice advises parties to avoid using a cell phone for the hearing.

FINDINGS OF FACT:

Having heard the testimony of the witness and having reviewed all of the evidence in the record, the administrative law judge finds: Mr. Sanden began working for Advance Services, Inc., a temporary placement firm, on April 28, 2006. He was assigned to work full-time at Farleys & Sathers. The assignment was a "temp-to-hire" position and did not have a specific ending date. Mr. Sanden last worked on the assignment on June 21 as the client company requested his removal. He was notified by telephone on June 21 that the assignment was over. He was asked if he wanted the employer to find other work and he said he would think about it.

On June 23, Mr. Sanden came to get his paycheck. He was again asked if he wanted the employer to find him additional work. He asked if there was work at Cardinal Glass. When the employer indicated there was, he said he did not want to work there and walked out. Mr. Sanden was required to seek reassignment within three working days of the end of an assignment.

REASONING AND CONCLUSIONS OF LAW:

At issue in this matter is whether Mr. Sanden was separated from employment for any disqualifying reason. He was hired for placement in temporary work assignments and completed his last assignment on June 21, 2006. He was required to seek reassignment within three working days of June 21. See Iowa Code section 96.5(1)j. He was asked on June 21 if he wanted additional work and he indicated he would think about it. The administrative law judge cannot conclude that he sought reassignment within the intent and meaning of the law.

Mr. Sanden asked on June 23 if the work the employer had available was at Cardinal Glass. He indicated he did not want to work there and then walked out. He did not give the employer an opportunity to discuss other work possibilities. Because he did not make a good-faith effort to seek reassignment, the administrative law judge concludes that Mr. Sanden voluntarily quit employment for no good cause attributable to the employer. Although he had been removed from his work assignment, his employer was Advance Services, Inc. His failure to seek reassignment with his employer is considered a voluntary quit pursuant to section 96.5(1)j. For the reasons stated herein, benefits are denied.

DECISION:

The representative's decision dated July 27, 2006, reference 03, is hereby affirmed. Mr. Sanden quit his employment with Advance Services, Inc. for no good cause attributable to the employer. Benefits are withheld until such time as he has worked in and been paid wages for insured work equal to ten times his weekly job insurance benefit amount, provided he satisfies all other conditions of eligibility.

cfc/cs