

**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**

**RONALD G NEWTON
330 GREEN ST
MUSCATINE IA 52761**

**L A LEASING INC - SEDONA STAFFING
612 VALLEY DR
MOLINE IL 61265**

**Appeal Number: 06A-UI-01528-CT
OC: 01/01/06 R: 04
Claimant: Respondent (2)**

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
Section 96.3(7) – Recovery of Overpayments

STATEMENT OF THE CASE:

Sedona Staffing filed an appeal from a representative's decision dated February 1, 2006, reference 02, which held that no disqualification would be imposed regarding Ronald Newton's separation from employment. After due notice was issued, a hearing was held by telephone on February 27, 2006. The employer participated by Rhonda Stout, Account Manager. Mr. Newton did not respond to the notice of 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. Newton began working through Sedona Staffing, a temporary placement firm, on August 3, 2005 and was assigned to work for Payne Enterprises as a full time janitor. The assignment could have resulted in regular, full-time employment. Mr. Newton last worked on the assignment on September 16.

When Mr. Newton failed to report for work on September 19, Sedona attempted to contact him by phone but he did not return the answering machine message left for him. When he came to get his paycheck on September 23, Mr. Newton indicated that he had sustained an injury to his hip away from work. His contact on September 23 was the first contact with either Sedona or Payne Enterprises since September 16. Mr. Newton signed a document on March 29, 2005 advising that he had to seek reassignment within three working days of the end of an assignment. Continued work would have been available for Mr. Newton had he continued reporting or had notified the employer of his intentions.

Mr. Newton had received a total of \$776.00 in job insurance benefits since filing his claim effective January 1, 2006.

REASONING AND CONCLUSIONS OF LAW:

At issue in this matter is whether Mr. Newton was separated from employment for any disqualifying reason. He 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). Mr. Newton abandoned his assignment when he stopped reporting for work without notice to either his employer or to the client company. Although he may have had a good reason for being off work, his hip injury, he was still required to give notice of his intent to be absent. For the above reasons, the administrative law judge concludes that Mr. Newton quit his employment.

An individual who voluntarily quits employment is disqualified from receiving job insurance benefits unless the quit was for good cause attributable to the employer. Iowa Code section 96.5(1). The evidence of record does not establish any cause attributable to the employer for Mr. Newton's quit. He indicated in his fact-finding statement that he left the assignment because people were mean to him. He did not participate in the hearing to offer specific details of the treatment that caused him to quit. Therefore, the contention is not supported by the evidence.

For the reasons stated herein, the administrative law judge concludes that Mr. Newton's quit was not for good cause attributable to the employer. Accordingly, benefits are denied. Mr. Newton has received benefits since filing his claim. Based on the decision herein, the benefits received now constitute an overpayment and must be repaid. Iowa Code section 96.3(7). Mr. Newton may have requalified for benefits after leaving Sedona. It is his responsibility to provide proof of his earnings after leaving Sedona so that Workforce Development may determine if he has requalified. The overpayment assessed herein will stand or be removed depending on whether he had requalified when he filed his claim effective January 1, 2006.

DECISION:

The representative's decision dated February 1, 2006, reference 02, is hereby reversed. Mr. Newton quit his employment with Sedona 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. Mr. Newton has been overpaid \$776.00 in job insurance benefits.

cfc/tjc