

**IOWA WORKFORCE DEVELOPMENT
UNEMPLOYMENT INSURANCE APPEALS**

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

FELIPE DOMINGO PAIZ
Claimant

APPEAL NO. 09A-UI-15789-CT

**ADMINISTRATIVE LAW JUDGE
DECISION**

LABOR READY MIDWEST INC
Employer

**Original Claim: 05/10/09
Claimant: Appellant (4)**

Section 96.5(1)a – Voluntary Quit for Other Employment

STATEMENT OF THE CASE:

Felipe Paiz filed an appeal from a representative's decision dated October 12, 2009, reference 03, which denied benefits based on his separation from Labor Ready Midwest, Inc. After due notice was issued, a hearing was held by telephone on November 23, 2009. Mr. Paiz participated personally and offered additional testimony from Florence Hernandez. The employee participated by Michael Nicolosi, Customer Service Representative. Ike Rocha participated as the interpreter.

ISSUE:

At issue in this matter is whether Mr. Paiz was separated from employment for any disqualifying reason.

FINDINGS OF FACT:

Having heard the testimony and having reviewed all of the evidence in the record, the administrative law judge finds: Mr. Paiz began working for Labor Ready Midwest, Inc., a temporary placement firm, on August 3, 2009. His last assignment was with Menard's Distribution, where he began working on September 1. His last day of work was September 12 and he was scheduled to return on September 14. However, he accepted work elsewhere on or about September 11 and notified Labor Ready on September 14 that he would not be returning to his assignment with Menard's Distribution. Continued work on the assignment would have been available if he had not quit.

REASONING AND CONCLUSIONS OF LAW:

Mr. Paiz was hired for placement in temporary work assignments. An individual so employed must complete his last assignment in order to avoid the voluntary quit provisions of the law. See 871 IAC 24.26(19), (22). Mr. Paiz left Labor Ready before his assignment with Menard's Distribution was over. He could have continued to work on the assignment but chose to leave in order to accept a different job. Since he left while work was still available, his separation is considered a voluntary quit.

Mr. Paiz quit his employment with Labor Ready to accept other work and is currently working in the new job. Therefore, his separation from Labor Ready was not a disqualifying event. Iowa Code section 96.5(1)a. He is not currently eligible for job insurance benefits, because he is working full-time and, as such, is not available for other work as required by Iowa Code section 96.4(3). However, if he becomes unemployed in the future, his separation from Labor Ready will not be a bar to his receipt of job insurance benefits. He has not claimed benefits since his separation from Labor Ready. Pursuant to section 96.5(1)a, Labor Ready will not be charged for benefits paid to Mr. Paiz for any period after September 12, 2009.

DECISION:

The representative's decision dated October 12, 2009, reference 03, is hereby modified. Mr. Paiz quit his employment with Labor Ready in good faith for the sole purpose of accepting other work and has performed services in the new employment. Benefits are allowed but are not currently payable, as he is working full-time. The account of Labor Ready will not be charged for benefits paid to Mr. Paiz after September 12, 2009.

Carolyn F. Coleman
Administrative Law Judge

Decision Dated and Mailed

cfc/kjw