

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

BARRY B SNELL
309 POND ST
MUSCATINE IA 52761-1946

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

Appeal Number: 06A-UI-05151-LT
OC: 04-16-06 R: 04
Claimant: Respondent (4)

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)

Iowa Code section 96.5(1)a - Voluntary Leaving – Other Employment
Iowa Code section 96.6(2) - Timeliness of Protest

STATEMENT OF THE CASE:

Employer filed a timely appeal from the May 4, 2006, reference 04, decision that found employer's protest untimely and allowed benefits. After due notice was issued, a hearing was held on May 31, 2006. Claimant participated. Employer participated through Colleen McGuinty.

FINDINGS OF FACT:

Having reviewed all of the evidence in the record, the administrative law judge finds: The protest fax transmission date renders the protest timely on its face.

Claimant was employed in a temporary assignment through L A Leasing, Inc./Sedona Staffing at HON Industries through February 13, 2006, when a new temporary agency, Staff

Management, took over the account and the employees at that assignment. Claimant continued to work and later left employment with HON and Staff Management on March 8, 2006.

REASONING AND CONCLUSIONS OF LAW:

Iowa Code section 96.6-2 provides in pertinent part:

2. Initial determination. A representative designated by the director shall promptly notify all interested parties to the claim of its filing, and the parties have ten days from the date of mailing the notice of the filing of the claim by ordinary mail to the last known address to protest payment of benefits to the claimant.

The administrative law judge concludes that the employer filed its protest within the time period prescribed by the Iowa Employment Security Law because the fax transmission date on the protest is timely on its face and the representative's decision was based upon a factual error.

For the reasons that follow, the administrative law judge concludes the claimant separated from Sedona to continue work at the same assignment with another employer.

Iowa Code section 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.

Since claimant continued working in the same assignment for the new employer and HON Industries' temporary personnel account company, Staff Management, his separation from L A Leasing, Inc./Sedona Staffing was not disqualifying, benefits are allowed and the account of the employer L A Leasing, Inc./Sedona Staffing (account number 237958) shall not be charged.

DECISION:

The May 4, 2006, reference 04, decision is modified in favor of the appellant. The claimant voluntarily left his employment in order to accept other employment with new management and remain in the same temporary assignment. Benefits are allowed, provided the claimant is otherwise eligible. The account of the employer (account number 237958) shall not be charged.

dml/kkf