

**IOWA WORKFORCE DEVELOPMENT  
UNEMPLOYMENT INSURANCE APPEALS**

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

**CHARLES E WRIGHT**  
Claimant

**APPEAL NO. 07A-UI-10768-CT**

**ADMINISTRATIVE LAW JUDGE  
DECISION**

**L A LEASING – SEDONA STAFFING**  
Employer

**OC: 10/14/07 R: 03  
Claimant: Respondent (2)**

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 November 15, 2007, reference 03, which held that no disqualification would be imposed regarding Charles Wright's separation from employment. After due notice was issued, a hearing was held by telephone on December 10, 2007. Mr. Wright participated personally. The employer participated by Anna Nielsen, Account Coordinator, and Colleen McGuinty, Unemployment Benefits Administrator.

**ISSUE:**

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

**FINDINGS OF FACT:**

Having heard the testimony of the witnesses and having reviewed all of the evidence in the record, the administrative law judge finds: Mr. Wright began working through Sedona on July 20, 2007 and was assigned to work full time for Metokote. On the morning of September 28, he was contacted by Sedona and advised that he was being removed from the assignment because he failed to complete his duties the day prior. Mr. Wright explained that he had to leave work early because his child was in the hospital and that he had advised his supervisor of the need to leave.

Sedona contacted Metokote and explained why Mr. Wright's duties had not been completed. Metokote decided to allow him to return to the assignment. Approximately 30 minutes after the initial call, Sedona notified Mr. Wright that he could return to the assignment that day. He indicated he would return. He was scheduled to report to work at 2:00 p.m. but did not do so. He did not contact either Metokote or Sedona to advise that he would be absent. Sedona attempted to reach Mr. Wright by telephone on October 1 but the message was not returned. Sedona has not had contact with him since the calls of September 28. Continued work on the assignment would have been available if Mr. Wright had returned on September 28, 2007 as scheduled.

Mr. Wright filed a claim for job insurance benefits effective October 14, 2007. He has received a total of \$588.00 in benefits since filing his claim.

**REASONING AND CONCLUSIONS OF LAW:**

Mr. Wright 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). Although Mr. Wright was initially told on September 28 that his assignment with Metokote was over, he was advised approximately 30 minutes later that he could return to the assignment that same day. Since work continued to be available to him on September 28, the administrative law judge concludes that he did not complete the assignment. As such, his separation on September 28, 2007 constituted a voluntary quit since it was his choice not to continue on the assignment.

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). Having taken the position that he was discharged, Mr. Wright did not offer any reason he would quit the employment. The evidence of record does not establish any cause attributable to either Metokote or Sedona for the separation. Accordingly, benefits are denied.

Mr. Wright 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).

**DECISION:**

The representative's decision dated November 15, 2007, reference 03, is hereby reversed. Mr. Wright quit his employment 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. Wright has been overpaid \$588.00 in job insurance benefits.

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Carolyn F. Coleman  
Administrative Law Judge

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Decision Dated and Mailed

cfc/css