

**IOWA WORKFORCE DEVELOPMENT
UNEMPLOYMENT INSURANCE APPEALS**

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

ROSEMARY DOWNEY

Claimant

APPEAL NO. 11A-UI-05744-VS

**ADMINISTRATIVE LAW JUDGE
DECISION**

MANPOWER INTERNATIONAL INC

Employer

OC: 03/20/11

Claimant: Appellant (2)

Section 96.5-1 – Voluntary Quit
871 IAC 24.26(19) – Temporary Employment

STATEMENT OF THE CASE:

Claimant filed an appeal from a decision of a representative dated April 21, 2011, reference 01, which held claimant ineligible for unemployment insurance benefits. After due notice, a hearing was scheduled for and held on May 26, 2011, in Davenport, Iowa. Claimant participated. Employer failed to respond to the hearing notice and did not participate. The record consists of the testimony of Rosemary Downey.

ISSUE:

Whether the claimant voluntarily left for good cause attributable to the employer.

FINDINGS OF FACT:

The administrative law judge, having heard the testimony of the witnesses and having considered all of the evidence in the record, makes the following findings of fact:

The employer in this case hired the claimant to work a temporary job at the Wal-Mart store in Muscatine, Iowa, which was being remodeled. The employer told the claimant that this was the only temporary job that would be available. The claimant started on May 18, 2010. While the claimant was still working on the Muscatine remodel, the Wal-Mart in Davenport, Iowa, started its remodeling. The claimant asked to transfer to the Davenport store and was able to work through July 15, 2011. The job then came to an end. The claimant was informed by the employer that there were no more assignments.

REASONING AND CONCLUSIONS OF LAW:

871 IAC 24.26(19) provides:

Voluntary quit with good cause attributable to the employer and separations not considered to be voluntary quits. The following are reasons for a claimant leaving employment with good cause attributable to the employer:

(19) The claimant was employed on a temporary basis for assignment to spot jobs or casual labor work and fulfilled the contract of hire when each of the jobs was completed. An election not to report for a new assignment to work shall not be construed as a voluntary leaving of employment. The issue of a refusal of an offer of suitable work shall be adjudicated when an offer of work is made by the former employer. The provisions of Iowa Code section 96.5(3) and rule 24.24(96) are controlling in the determination of suitability of work. However, this subrule shall not apply to substitute school employees who are subject to the provisions of Iowa Code section 96.4(5) which denies benefits that are based on service in an educational institution when the individual declines or refuses to accept a new contract or reasonable assurance of continued employment status. Under this circumstance, the substitute school employee shall be considered to have voluntarily quit employment.

The employer hired the claimant to work on a crew that was remodeling the Wal-Mart store in Muscatine. When the claimant was hired she was told that this was the only job available. Work did become available at the Davenport store and the claimant was able to transfer to Davenport and work through July 15, 2010. The employer told the claimant that no more jobs were available. The claimant completed the terms of her contract of hire. Under Iowa law, she is not disqualified from receiving benefits as a voluntary quit. Benefits are allowed if the claimant is otherwise eligible.

DECISION:

The decision of the representative dated April 21, 2011, reference 01, is reversed. Unemployment insurance benefits are allowed, provided claimant is otherwise eligible.

Vicki L. Seeck
Administrative Law Judge

Decision Dated and Mailed

vls/css