

**IOWA WORKFORCE DEVELOPMENT
UNEMPLOYMENT INSURANCE APPEALS**

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

KEVIN B MELLINGER
Claimant

APPEAL NO. 06A-UI-11067-CT

**ADMINISTRATIVE LAW JUDGE
AMENDED DECISION**

ADVANCE SERVICES INC
Employer

**OC: 09/24/06 R: 03
Claimant: Respondent (2)**

Section 96.5(1) – Voluntary Quit
Section 96.3(7) – Recovery of Overpayments

STATEMENT OF THE CASE:

Advance Services, Inc. filed an appeal from a representative's decision dated November 2, 2006, reference 02, which held that no disqualification would be imposed regarding Kevin Mellinger's separation from employment. After due notice was issued, a hearing was held by telephone on December 5, 2006. The employer participated by Tracy Davis, Office Manager. Mr. Mellinger did not respond to the notice of hearing.

ISSUE:

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

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. Mellinger began working through Advance Services, Inc., a temporary placement firm, on January 22, 2006. He was assigned to work full time at Cardinal Glass. When Mr. Mellinger picked up his paycheck on September 22, he was advised that the assignment was over, as his services were no longer needed at Cardinal Glass.

The employer advised Mr. Mellinger on September 22 that there was other work available. The employer had a long-term, full-time assignment available with Farleys & Sathers Candy Company. The assignment was available immediately. Mr. Mellinger declined further work and indicated he had something else at the time. The employer has not had contact from him since September 22, 2006.

Mr. Mellinger filed a claim for job insurance benefits effective September 24, 2006. He was paid \$271.00 in benefits for each of the three weeks ending October 14, 2006.

REASONING AND CONCLUSIONS OF LAW:

Mr. Mellinger was employed by Advance Services, Inc., not Cardinal Glass. He completed his assignment with Cardinal Glass but declined further work. On September 22, 2006, he refused other available work and has had no further contact with his employer. The administrative law judge concludes that he severed his employment relationship with Advance Services, Inc. As such, his separation is considered a voluntary quit. 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).

Mr. Mellinger did not participate in the hearing to explain why he quit his employment. He filed for unemployment benefits the week after he was notified that his assignment with Cardinal Glass was over. He claimed benefits for three weeks after he filed his claim. Therefore, the administrative law judge concludes that he did not have other employment when he quit Advance Services, Inc. The evidence of record does not establish any good cause attributable to the employer for the quit. Accordingly, benefits are denied.

Mr. Mellinger 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 2, 2006, reference 02, is hereby reversed. Mr. Mellinger voluntarily 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. Mellinger has been overpaid \$813.00 in job insurance benefits.

Carolyn F. Coleman
Administrative Law Judge

Decision Dated and Mailed

cfc/kjw/css