

**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**

**MELISSA S PARROTT
3107 JOHNSON AVE NW APT 4
CEDAR RAPIDS IA 52405-4656**

**ADVANCE SERVICES INC
c/o TALX UCM SERVICES INC
PO BOX 66864
ST LOUIS MO 63166-6864**

**Appeal Number: 06A-UI-05290-RT
OC: 04/23/06 R: 03
Claimant: Appellant (1)**

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)

Section 96.5-1 – Voluntary Quitting

STATEMENT OF THE CASE:

The claimant, Melissa S. Parrott, filed a timely appeal from an unemployment insurance decision dated May 15, 2006, reference 07, denying unemployment insurance benefits to her. After due notice was issued, a telephone hearing was held on June 7, 2006, with the claimant not participating. Although the claimant did call in a telephone number where she purportedly could be reached for the hearing, when the administrative law judge twice tried to call that number at 9:03 a.m. and again at 9:05 a.m. the administrative law judge reached a voicemail identifying the number as that provided by the claimant and that dialed by the administrative law judge and also as that also contained in other Workforce Development records. On both occasions the administrative law judge left a message for the claimant that he was going to proceed with the hearing and if the claimant wanted to participate in the hearing she would

need to call before the hearing was over and the record was closed. The hearing began when the record was open at 9:07 a.m. and ended when the record was closed at 9:19 a.m. and the claimant had not called during that time. Tamara Dostart, Office Manager, participated in the hearing for the employer, Advance Services, Inc. Employer's Exhibits One and Two were admitted into evidence. The administrative law judge takes official notice of Iowa Workforce Development Department unemployment insurance records for the claimant.

FINDINGS OF FACT:

Having heard the testimony of the witness and having examined all of the evidence in the record, including Employer's Exhibits One and Two, the administrative law judge finds: The employer is a staffing service. The most recent assignment given to the claimant and accepted by the claimant was with Maax Marion, which the claimant accepted on March 31, 2006. The assignment was a continuing temp-to-hire assignment with good potential benefits and pay. The assignment was to begin April 3, 2006. However, the claimant did not show up for the assignment on that day nor did the employer hear from the claimant until April 7, 2006 when the claimant came in to pick up her last check. At that time, the claimant signed a resignation statement as shown at Employer's Exhibit One. At no time did the claimant offer any reasons why she did not show up for the assignment or notify the employer or why she signed the resignation form. The employer has an employee also sign a statement separate from any other contract, a copy of which is provided to the claimant, as shown at Employer's Exhibit Two, indicating that an employee must notify the employer within three working days of the completion of an assignment and seek reassignment or a failure to do so will be considered a voluntary quit.

The claimant had been working an assignment at Worly but had some concerns about that, so the employer offered the claimant a one-day assignment from which she left early and then offered the claimant the assignment with Maax Marion as discussed above. The claimant had other long-term assignments also available to her from the employer, which she did not accept or complete.

REASONING AND CONCLUSIONS OF LAW:

The question presented by this appeal is whether the claimant's separation from employment was a disqualifying event. It was.

Iowa Code section 96.5-1 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.

Iowa Code section 96.5-1-j 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:

j. The individual is a temporary employee of a temporary employment firm who notifies the temporary employment firm of completion of an employment assignment and who seeks reassignment. Failure of the individual to notify the temporary employment firm of completion of an employment assignment within three working days of the completion of each employment assignment under a contract of hire shall be deemed a voluntary quit unless the individual was not advised in writing of the duty to notify the temporary employment firm upon completion of an employment assignment or the individual had good cause for not contacting the temporary employment firm within three working days and notified the firm at the first reasonable opportunity thereafter.

To show that the employee was advised in writing of the notification requirement of this paragraph, the temporary employment firm shall advise the temporary employee by requiring the temporary employee, at the time of employment with the temporary employment firm, to read and sign a document that provides a clear and concise explanation of the notification requirement and the consequences of a failure to notify. The document shall be separate from any contract of employment and a copy of the signed document shall be provided to the temporary employee.

For the purposes of this paragraph:

(1) "Temporary employee" means an individual who is employed by a temporary employment firm to provide services to clients to supplement their work force during absences, seasonal workloads, temporary skill or labor market shortages, and for special assignments and projects.

(2) "Temporary employment firm" means a person engaged in the business of employing temporary employees.

The employer's witness, Tamara Dostart, Office Manager, credibly testified, and the administrative law judge concludes, that the claimant left her employment voluntarily effective April 3, 2006. On that day the claimant was to show up for an assignment at Maax Marion, which was a long term, temp-to-hire assignment with good pay and good potential benefits. The claimant did not show up for that assignment nor did she notify the employer or otherwise contact the employer until the claimant came in five days later to pick up her last paycheck. When the claimant came in to pick up her last paycheck, she signed a resignation statement as shown at Employer's Exhibit One. The claimant was also informed that the claimant must notify the employer of the completion of an assignment and seek reassignment within three working days after the completion of the assignment and a failure to do so is considered a voluntary quit and can affect eligibility for unemployment insurance benefits. The administrative law judge concludes that the claimant officially quit by not showing up for the assignment at Maax Marion and then signing a resignation form as shown at Employer's Exhibit One and further concludes that the claimant is deemed to have voluntarily quit because although she was notified in writing that she needs to advise the employer, the temporary employment firm, within three working days of the completion of an assignment and seek reassignment, the claimant failed to do so here. The claimant did not show up for an assignment to begin April 3, 2006, although she had accepted the assignment and then did not notify the employer for five days until the claimant came in to pickup her final check on April 7, 2006. Accordingly, the administrative law judge concludes that the claimant actually quit and is also deemed to have quit her employment effective April 3, 2006. The issue then becomes whether the claimant left her employment without good cause attributable to the employer.

The administrative law judge concludes that the claimant has the burden to prove that she has left her employment with the employer herein with good cause attributable to the employer. See Iowa Code section 96.6-2. The administrative law judge concludes that the claimant has failed to meet her burden of proof to demonstrate by a preponderance of the evidence that she left her employment with the employer herein with good cause attributable to the employer. The claimant did not participate in the hearing and provide evidence of reasons attributable to the employer for her quit. Ms. Dostart credibly testified that the claimant never gave any reasons for her quit. The claimant did have some difficulties with her prior assignment with Worley, but the employer removed her from that assignment and offered the claimant a one-day assignment from which she left early and then offered the claimant the assignment with Maax Marion discussed above. Whatever problems the claimant may have had with her assignment at Worley were clearly addressed by the employer. There is not a preponderance of the evidence that the claimant's working conditions, either at Maax Marion or with the employer, were unsafe, unlawful, intolerable or detrimental or that she was subjected to a substantial change in her contract of hire. Accordingly, the administrative law judge concludes that the claimant left her employment voluntarily effective April 3, 2006 and, as a consequence, she is disqualified to receive unemployment insurance benefits. Unemployment insurance benefits are denied to the claimant until, or unless, she requalifies for such benefits.

DECISION:

The representative's decision of May 15, 2006, reference 07, is affirmed. The claimant, Melissa S. Parrott, is not entitled to receive unemployment insurance benefits, until, or unless, she requalifies for such benefits, because she left her employment voluntarily without good cause attributable to the employer.

cs/pjs