

**IOWA WORKFORCE DEVELOPMENT
UNEMPLOYMENT INSURANCE APPEALS**

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

KURTIS A DIERS

Claimant

APPEAL NO. 06A-UI-10132-CT

**ADMINISTRATIVE LAW JUDGE
DECISION**

SEDONA STAFFING

Employer

**OC: 09/10/06 R: 03
Claimant: Respondent (2)**

Section 96.5(1)j – Temporary Employment
Section 96.3(7) – Recovery of Overpayments

STATEMENT OF THE CASE:

Sedona Staffing filed an appeal from a representative's decision dated October 12, 2006, reference 01, which held that no disqualification would be imposed regarding Kurtis Diers' separation from employment. After due notice was issued, a hearing was held by telephone on October 31, 2006. Mr. Diers participated personally. The employer participated by Colleen McGuinty, Unemployment Benefits Administrator, and Thomas Appel, Account Manager. Exhibit One was admitted on the employer's behalf.

ISSUE:

At issue in this matter is whether Mr. Diers 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. Diers began working for Sedona Staffing, a temporary placement firm, on December 5, 2005 and was assigned to full-time work with Pearson Government Solutions. On August 14, 2006, he was notified that the assignment would end on August 18 as his services were no longer needed.

On November 9, 2005, Mr. Diers signed a document which advised that he had to seek reassignment with Sedona Staffing within three working days of the end of an assignment. The document advised that a failure to do so could be considered a voluntary quit and might effect his eligibility for unemployment benefits. The statement was on a single page and did not contain other terms or conditions of the employment. A copy was given to Mr. Diers for his records.

Subsequent to the end of his assignment on August 18, Mr. Diers did not have direct, personal contact with Sedona Staffing again until October 2. He called at that point to find out why his unemployment benefits were being contested.

Mr. Diers filed a claim for job insurance benefits effective September 10, 2006. He has received a total of \$1,911.00 in benefits since filing his claim.

REASONING AND CONCLUSIONS OF LAW:

Mr. Diers was employed by a temporary placement firm. A failure to seek reassignment with the temporary firm within three working days of the end of an assignment constitutes a voluntary quit. Iowa Code § 96.5(1)j. Mr. Diers had been provided notice of this requirement as mandated by law. He signed the availability statement on November 9, 2005 and was provided his own copy. The notice was separate from any other terms of the employment. The language was clear and concise. The administrative law judge concludes that the notice provided all of the information required by law. Inasmuch as Mr. Diers was provided notice of the need to seek reassignment and failed to do so, 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 § 96.5(1). The evidence of record does not establish any good cause attributable to Sedona Staffing for Mr. Diers' quit. It was his choice not to make contact for further work. Since his separation was not for any good cause attributable to the employer, benefits are denied.

Mr. Diers 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 § 96.3(7).

DECISION:

The representative's decision dated October 12, 2006, reference 01, is hereby reversed. Mr. Diers 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. Diers has been overpaid \$1,911.00 in job insurance benefits.

Carolyn F. Coleman
Administrative Law Judge

Decision Dated and Mailed

cfc/cs