

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

LARRY C JENKINS
730 BOSTON AVE
WATERLOO IA 50703

C N E LTD
PO BOX 83
WATERLOO IA 50704-0083

Appeal Number: 05A-UI-03475-CT
OC: 03/06/05 R: 03
Claimant: Respondent (2)

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

STATEMENT OF THE CASE:

CNE, Ltd. filed an appeal from a representative's decision dated March 30, 2005, reference 01, which held that no disqualification would be imposed regarding Larry Jenkins' separation from employment. After due notice was issued, a hearing was held by telephone on April 21, 2005. The employer participated by Shelly Olsson, Staffing Administrator. Exhibit One was admitted on the employer's behalf. Mr. Jenkins did not respond to the notice of hearing.

FINDINGS OF FACT:

Having heard the testimony of the witness and having reviewed all the evidence in the record, the administrative law judge finds: Mr. Jenkins began working through CNE, Ltd., a temporary staffing agency, on May 26, 2004. His last assignment was with City Carton where he worked from February 28 until March 4, 2005. He was released from the assignment because of his attendance. When he notified the employer on March 4 that he would not be able to report to his assignment that day, he was told that a replacement would have to be found. Mr. Jenkins did not seek reassignment within three working days following the end of the assignment. He had signed a document on May 26, 2004 advising him that he had to seek reassignment or he would be considered a voluntary quit.

Mr. Jenkins was paid a total of \$255.00 in job insurance benefits after filing his claim effective March 6, 2005.

REASONING AND CONCLUSIONS OF LAW:

At issue in this matter is whether Mr. Jenkins was separated from employment for any disqualifying reason. He was hired for placement in temporary work assignments. An individual so employed must complete his last assignment in order to avoid the voluntary quit provisions of the law. See 871 IAC 24.26(19). The administrative law judge concludes that Mr. Jenkins completed his last assignment as he was removed at the client company's request. However, he did not seek reassignment within three working days as required by Iowa Code section 96.5(1)j. He had received the notice required by law. The evidence does not establish any good cause for Mr. Jenkins' failure to seek reassignment. Accordingly, he is not entitled to job insurance benefits.

Mr. Jenkins 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 March 30, 2005, reference 01, is hereby reversed. Mr. Jenkins is disqualified from receiving job insurance benefits as he failed to seek reassignment with his temporary staffing firm after the end of an assignment. 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. Jenkins has been overpaid \$255.00 in job insurance benefits.

cfc/sc