

**IOWA WORKFORCE DEVELOPMENT  
UNEMPLOYMENT INSURANCE APPEALS**

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

**THERESA L EARLY**  
Claimant

**APPEAL NO. 07A-UI-01754-CT**

**ADMINISTRATIVE LAW JUDGE  
DECISION**

**TEAM STAFFING SOLUTIONS INC**  
Employer

**OC: 04/23/06 R: 04**  
**Claimant: Respondent (2)**

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

**STATEMENT OF THE CASE:**

Team Staffing Solutions, Inc. (TSS) filed an appeal from a representative's decision dated February 8, 2007, reference 05, which held that no disqualification would be imposed regarding Theresa Early's separation from employment. After due notice was issued, a hearing was held by telephone on March 14, 2007. Ms. Early participated personally. The employer participated by Sarah Fiedler, Administrative Assistant.

**ISSUE:**

At issue in this matter is whether Ms. Early 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: Ms. Early began working for TSS, a staffing service, in 2001. Her last assignment was with West Liberty Foods where she began working on December 18, 2006. She quit the assignment on December 31, before it was completed. Ms. Early left the assignment because her car broke down and she did not have transportation from her home to the jobsite. She advised TSS that she wanted work in the Muscatine area. At the time she quit, a specific ending date for the assignment with West Liberty Foods had not been announced. Continued work would have been available if Ms. Early had not quit.

Ms. Early filed an additional claim for job insurance benefits effective December 31, 2006. She has received a total of \$1,159.00 in benefits since filing her claim.

**REASONING AND CONCLUSIONS OF LAW:**

Ms. Early was hired for placement in temporary work assignments. An individual so employed must complete the last assignment in order to avoid the voluntary quit provisions of the law. See 871 IAC 24.26(19). Ms. Early did not complete her assignment with West Liberty Foods. Since she initiated the separation from the assignment, it is concluded that she 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).

Ms. Early quit her assignment because she did not have transportation. The employer was not responsible for providing her transportation. An individual who quits employment due to lack of transportation is presumed to have quit without good cause attributable to the employer unless the employer had agreed to provide transportation. See 871 IAC 24.25(1).

Lack of transportation does not constitute a compelling personal reason for being away from work within the meaning of Iowa Code section 96.5(1)f. This conclusion is based on the fact that there is a specific rule that denies benefits when an individual leaves work due to lack of transportation. The conclusion is also based on the fact that absences caused by lack of transportation are unexcused absences. See Higgins v. Iowa Department of Job Service, 350 N.W.2d 187 (Iowa 1984). It would be contrary to Higgins and 871 IAC 24.25(1) to hold that Ms. Early's lack of transportation constituted a compelling personal reason for being away from work.

After considering all of the evidence and the contentions of the parties, the administrative law judge concludes that Ms. Early's quit was not for good cause attributable to the employer. Accordingly, benefits are denied. She has received benefits since filing her additional claim effective December 31, 2006. 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 February 8, 2007, reference 05, is hereby reversed. Ms. Early voluntarily quit her employment on December 31, 2006 for no good cause attributable to the employer. Benefits are withheld until such time as she has worked in and been paid wages for insured work equal to ten times her weekly job insurance benefit amount, provided she satisfies all other conditions of eligibility. Ms. Early has been overpaid \$1,159.00 in job insurance benefits.

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Carolyn F. Coleman  
Administrative Law Judge

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Decision Dated and Mailed

cfc/css