

**IOWA WORKFORCE DEVELOPMENT
UNEMPLOYMENT INSURANCE APPEALS**

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

PATRICK L MONSON
Claimant

APPEAL NO. 11A-UI-02133-CT

**ADMINISTRATIVE LAW JUDGE
DECISION**

ADVANCE SERVICES INC
Employer

OC: 11/21/10
Claimant: Appellant (1)

Section 96.5(1) – Voluntary Quit

STATEMENT OF THE CASE:

Patrick Monson filed an appeal from a representative's decision dated February 16, 2011, reference 03, which denied benefits based on his separation from Advance Services, Inc. After due notice was issued, a hearing was held by telephone on March 22, 2011. Mr. Monson participated personally. The employer participated by Holly Carter, unemployment specialist.

ISSUE:

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

FINDINGS OF FACT:

Having heard the testimony and having reviewed all of the evidence in the record, the administrative law judge finds: Mr. Monson began working for Advance Services, Inc., a temporary placement firm, on October 11, 2010. He was placed on an indefinite assignment working full-time for Simco. On October 18, he gave two weeks' notice that he was quitting because he was moving out of the area.

Mr. Monson's relocation was not due to any matter within the control of either Advance Services, Inc. or Simco. He would have remained on the assignment if he had not had to move. Continued work on the Simco assignment would have been available if he had not quit.

REASONING AND CONCLUSIONS OF LAW:

Mr. Monson was hired by Advance Services, Inc. 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). Mr. Monson left his assignment with Simco before its completion. Therefore, his separation of October 28, 2010 was a voluntary quit. An individual who leaves employment voluntarily is disqualified from receiving job insurance benefits unless the quit was for good cause attributable to the employer. Iowa Code section 96.5(1). The term "good cause attributable to the employer" generally refers to some matter over which the employer has control.

Mr. Monson quit because he moved away from the area where he was working. An individual who leaves employment to move to a different locality is presumed to have left employment without good cause attributable to the employer. 871 IAC 24.25(2). Since there was no other reason for Mr. Monson's separation, it must be concluded that he left for no good cause attributable to the employer. As such, benefits are denied.

DECISION:

The representative's decision dated February 16, 2011, reference 03, is hereby affirmed. Mr. Monson voluntarily quit his employment with Advance Services, Inc. without good cause attributable to the employer. Benefits are denied until he has worked in and been paid wages for insured work equal to ten times his weekly job insurance benefit amount, provided he is otherwise eligible.

Carolyn F. Coleman
Administrative Law Judge

Decision Dated and Mailed

cfc/kjw