

**IOWA WORKFORCE DEVELOPMENT
UNEMPLOYMENT INSURANCE APPEALS**

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

LISA M SCHOOLER
Claimant

APPEAL NO. 15A-UI-05820-TN-T

**ADMINISTRATIVE LAW JUDGE
DECISION**

SECURITAS SECURITY SERVICES USA
Employer

OC: 04/12/15
Claimant: Appellant (2)

Section 96.5-1 – Voluntary Quit

STATEMENT OF THE CASE:

Claimant filed a timely appeal from a representative's decision dated May 15, 2015, reference 01, which denied unemployment insurance benefits finding that the claimant voluntarily quit work on April 12, 2015 to look for another job. After due notice was provided, a telephone hearing was held on June 29, 2015. Claimant participated. The employer participated by Mr. Thomas Kuiper, Hearing Representative, and witness, Mr. John Gookin.

ISSUE:

At issue is whether the claimant left employment with good cause attributable to the employer.

FINDINGS OF FACT:

Having considered the evidence in the record, the administrative law judge finds: Lisa Schooler was employed by Securitas Security Services USA from November 13, 2014 until April 13, 2015 when she was laid off due to lack of work. Ms. Schooler was employed as a full-time security officer and was paid by the hour. Her immediate supervisor was Brian Peterson.

Ms. Schooler was assigned to work as a security officer at the House of Mercy located in Des Moines, Iowa. In late March 2015, Ms. Schooler was informed by her immediate supervisor that Securitas Security Services USA had lost the contract to provide security services at the House of Mercy and that the assignment would end effective April 13, 2015. The claimant was also informed of a job assignment at HP in Des Moines, Iowa on the third shift. Ms. Schooler informed the company's human resource department that she was willing to accept a transfer to the HP assignment so that her employment with Securitas Security Services USA would continue. Prior to the effective date of the assignment at the House of Mercy ending, the claimant was informed by Securitas Security Services USA human resource department that the assignment had been given to another employee. Ms. Schooler was also willing to accept an assignment at a Tyson location located in Perry, Iowa offering second shift work but was told by

Ms. Evans from the company's human resource department that she did not have enough experience for that assignment. The claimant's assignment at the House of Mercy came to an end on April 13, 2015 when the assignment ended. Later, Ms. Schooler informed Securitas Security Services USA that she was no longer willing to accept third shift work. The claimant continued to be willing to accept second shift work. Claimant declined an offer to a work assignment in Ames, Iowa because the distance from her residence in Des Moines, Iowa to Ames, Iowa was too far to travel.

REASONING AND CONCLUSIONS OF LAW:

For the reasons that follow the administrative law judge concludes the claimant was laid off due to a lack of work.

Iowa Code § 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.

In the case at hand, the claimant had accepted a job assignment at the House of Mercy located in Des Moines, Iowa. Ms. Schooler desired local employment and had verbally indicated to the employer at the time of hire the preference for local work as she did not have transportation at the time. Approximately two weeks before the assignment at House of Mercy came to an end because the employer had lost the contract to provide services there, the claimant was offered an alternative assignment in Des Moines at HP for third shift work. Although Ms. Schooler agreed to accept the assignment, she was later told that the assignment had been given to another individual without further explanation. Ms. Schooler also testified that she also had been willing to accept an assignment at Perry, Iowa at a Tyson facility offering second shift work but was told by Securitas Security Services USA that she did not have experience for the assignment. Ms. Schooler was unwilling to accept the assignment in Ames, Iowa because she had previously informed the employer of her desire to work locally and because she considered the assignment to be too far of a distance to travel on a regular basis from her residence in Des Moines, Iowa.

The administrative law judge concludes that the claimant was laid off by the employer due to lack of work. Ms. Schooler had initially indicated that she was unwilling to accept out-of-town assignments and the assignment in Ames, Iowa was out of town. Two other assignments that the claimant had expressed a willingness to accept were not given to the claimant by the company. The administrative law judge concludes for the above-stated reasons that the claimant left employment with good cause attributable to the employer. The assignment ended. The employer was unwilling to assign her to other assignments that she was willing to accept and because the third assignment was too far to travel. The claimant is eligible to receive unemployment insurance benefits, provided that she meets all other eligibility requirements of Iowa law.

DECISION:

The representative's decision dated May 15, 2015, reference 01, is reversed. Claimant left employment with good cause attributable to the employer. Unemployment insurance benefits are allowed, provided the claimant meets all other eligibility requirements of Iowa law.

Terence P. Nice
Administrative Law Judge

Decision Dated and Mailed

pjs/pjs