

Appendix K: Proposed Findings of Fact and Rulings of Law

COMMONWEALTH OF MASSACHUSETTS
DIVISION OF UNEMPLOYMENT ASSISTANCE
HEARINGS DEPARTMENT

In Re: Ms. X
SS # 0xx-xx-xxxx
Docket # 4xxxxx

CLAIMANT'S PROPOSED FINDINGS OF FACT AND RULINGS OF LAW

The following proposed findings of fact and rulings of law are submitted on behalf of Ms. X, in support of her claim for full unemployment benefits. These proposed findings and rulings demonstrate that DUA's approval of her claim is correct.

Proposed Findings of Fact

1. The claimant, Ms. X, was employed by Rxxxx, a temporary agency, from December 8, 2004, to January 21, 2005. During this time, she worked as an Executive Assistant on an assignment at Byyyy.
2. When Ms. X started the assignment at Byyyy, she was told that it would last for six months. To her surprise, the Rxxxx recruiter, Ms M. who was based at Byyyy, told Ms. X on Friday, January 21, 2005, that the assignment was ending that day (after only six weeks).
3. Ms. X was upset when Ms. M. told her that the assignment was ending. Ms. M. suggested that Ms. X contact her on Monday to request a new assignment.
4. Ms. X did in fact call Ms. M. on Monday, January 24, and left a voice mail message.
5. Ms. M. returned Ms. X's call on Tuesday, January 25, and recommended that Ms. X contact L.M., a recruiter at Rxxxxs Cambridge office. Ms. X called and spoke to L.M. right away and then emailed her resume and references, stating that she was "available to start any assignment immediately."
6. As a result of her contacts with L.M., Ms. X interviewed with a company called Vzzzz on either January 26 or January 27, for another temporary assignment through Rxxxx.
7. Following the interview, Ms. X repeatedly called L.M. to follow up; however, she never received a response from the interview.
8. Rxxxx never advised Ms. X, in writing or otherwise, that failure to contact the agency for reassignment would result in being deemed to have voluntarily quit employment.

Proposed Rulings of Law

Appendices

Ms. X 's claim is properly analyzed under the provisions of G.L. c. 151A, § 25(e), applying to a temporary employee of a temporary help firm.

A. Ms. X 's Separation Shall Not Be Deemed a Voluntary Quit Because She Was Never Advised in Writing of the Obligation to Contact Rxxxx upon the Completion of an Assignment.

G.L. c. 151A, § 25(e) provides that “a temporary employee of a temporary help firm shall be deemed to have voluntarily quit employment if the employee does not contact the temporary help firm for reassignment before filing for benefits. . .” However, the statute further provides that “[f]ailure to contact the temporary help firm shall not be deemed a voluntary quitting unless the claimant has been advised of the obligation in writing to contact the firm upon completion of an assignment.” Ms. X never received, in writing or otherwise, any notification of an obligation to contact Rxxxx upon completion of her assignment. For this reason alone, Ms. X may not be disqualified from receiving unemployment benefits under G.L. c. 151A, § 25(e)(1).

B. Even If Ms. X Had Received Notification of the Obligation to Contact Rxxxx upon Completion of an Assignment, She May Not Be Disqualified Because She Did in Fact Fulfill this Obligation.

Regardless of whether Rxxxx notified Ms. X of the obligation to contact the agency upon completion of an assignment, Ms. X may not be disqualified from receiving unemployment benefits under G.L. c. 151A, § 25(e)(1), because she did in fact contact Rxxxx in an effort to obtain a new assignment.

On Friday, January 21, 2005, Ms. X discussed at length with Ms. M., the Rxxxx recruiter, her dismay at the fact that her Byyyy assignment was ending significantly earlier than she had expected. Ms. M. told Ms. X to contact her on Monday, January 24, about seeking a new assignment.

Ms. X did in fact contact Ms. M. on January 24 and left a voicemail message, although Ms. M. was out that day due to a snow storm. When Ms. M. returned the call on January 25, Ms. X immediately followed her advice to contact L.M., a recruiter in Rxxxx's Cambridge office. After speaking to L.M. on the telephone, Ms. X emailed a resume and cover letter.

As a result of these efforts, Ms. X received an interview, through Rxxxx, for a temporary position with a company called Vqqqqq. Although Ms. X repeatedly followed up with L.M. and other Rxxxx recruiters, she never received an offer for the Vqqqq position or any other temporary position through Rxxxx.

As a result of her contacts with Rxxxx, following the end of her assignment with Byyyy, and her efforts to obtain a new job assignment through Rxxxx, Ms. X may not be disqualified from receiving unemployment benefits under c. 151A, § 25(e)(1).

Conclusion

As the foregoing facts and discussion make clear, Ms. X may not be disqualified from receiving unemployment benefits under the temporary employee provisions of c. 151A, § 25(e).

Respectfully submitted,
Ms. X
By her attorney,

Ab L. Attorney
Legal Services
123 Pal Street
Boston, MA 02114
(617) 371-1234

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