

**IOWA WORKFORCE DEVELOPMENT
UNEMPLOYMENT INSURANCE APPEALS**

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

TROY L HOWES
Claimant

APPEAL NO. 12A-UI-01974-ST

**ADMINISTRATIVE LAW JUDGE
DECISION**

**L A LEASING INC
SEDONA STAFFING**
Employer

**OC: 01/08/12
Claimant: Respondent (1)**

Section 96.5-1-j – Voluntary Quit/Failure to Seek Re-Assignment

STATEMENT OF THE CASE:

The employer appealed from a representative's decision dated February 17, 2012, reference 01, that held claimant completed his temporary job assignment on September 2, 2011, and which allowed benefits. A telephone hearing was held on March 12, 2012. The claimant participated. Chad Baker, workers' compensation administrator in the corporate office, and Shelly Kingery, account manager, participated for the employer.

ISSUE:

Whether claimant voluntarily quit with good cause attributable to the employer.

FINDINGS OF FACT:

The administrative law judge, having heard the witness testimony and having considered the evidence in the record, finds that: The claimant began assignment work on July 22, 2010, and he signed an employer policy that provides he must seek re-assignment within three days of job completion. The claimant last worked an assignment at CDS/RVS as a full-time laborer on September 2, 2011. He contacted the employer the same day he was laid off, and no work was offered to him.

REASONING AND CONCLUSIONS OF LAW:

Iowa Code section 96.5-1-j 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, but the individual shall not be disqualified if the department finds that:

j. The individual is a temporary employee of a temporary employment firm who notifies the temporary employment firm of completion of an employment assignment and who

seeks reassignment. Failure of the individual to notify the temporary employment firm of completion of an employment assignment within three working days of the completion of each employment assignment under a contract of hire shall be deemed a voluntary quit unless the individual was not advised in writing of the duty to notify the temporary employment firm upon completion of an employment assignment or the individual had good cause for not contacting the temporary employment firm within three working days and notified the firm at the first reasonable opportunity thereafter.

To show that the employee was advised in writing of the notification requirement of this paragraph, the temporary employment firm shall advise the temporary employee by requiring the temporary employee, at the time of employment with the temporary employment firm, to read and sign a document that provides a clear and concise explanation of the notification requirement and the consequences of a failure to notify. The document shall be separate from any contract of employment and a copy of the signed document shall be provided to the temporary employee.

For the purposes of this paragraph:

(1) "Temporary employee" means an individual who is employed by a temporary employment firm to provide services to clients to supplement their work force during absences, seasonal workloads, temporary skill or labor market shortages, and for special assignments and projects.

(2) "Temporary employment firm" means a person engaged in the business of employing temporary employees.

The administrative law judge concludes the claimant voluntarily quit with good cause attributable to his employer when he completed his last job assignment on September 2, 2011. When he sought a further work assignment within three days, no further work was offered to him.

DECISION:

The department decision dated February 17, 2012, reference 01, is affirmed. The claimant voluntarily quit with good cause on September 2, 2011, due to completion of a temporary job assignment. Benefits are allowed, provided the claimant is otherwise eligible.

Randy L. Stephenson
Administrative Law Judge

Decision Dated and Mailed

rls/kjw