

**IOWA WORKFORCE DEVELOPMENT
UNEMPLOYMENT INSURANCE APPEALS**

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

RONALD L MANGOLD
Claimant

APPEAL NO. 11A-UI-06206-JTT

**ADMINISTRATIVE LAW JUDGE
DECISION**

**L A LEASING INC
SEDONA STAFFING**
Employer

**OC: 08/01/10
Claimant: Respondent (5)**

Iowa Code Section 96.5(1)(j) – Separation From Temporary Employment

STATEMENT OF THE CASE:

The employer filed a timely appeal from the May 3, 2011, reference 06, decision that allowed benefits in connection with a March 7, 2011 separation. After due notice was issued, a hearing was held on June 7, 2011. Claimant participated. Chad Baker, Worker's Compensation Administrator, represented the employer and presented additional testimony through Margo Bojorquez, Branch Manager for Manchester and Dyersville. Exhibit One was received into evidence.

ISSUE:

Whether the claimant's separation from the temporary employment agency was for good cause attributable to the employer.

FINDINGS OF FACT:

Having reviewed all of the evidence in the record, the administrative law judge finds: The employer is a temporary employment agency. Ronald Mangold began getting work through L A Leasing/Sedona Staffing in October 2010 and performed work in one full-time, temp-to-hire assignment. The assignment started on October 13, 2010 and ended on March 7, 2011, because the client business no longer needed his services. The client business did not cite any form of misconduct as the basis for ending the assignment. On March 7, 2011, Sedona Staffing Branch Manager Margo Bojorquez notified Mr. Mangold that the assignment was ended. Neither Mr. Mangold nor Ms. Bojorquez mentioned anything about a possible additional assignment during the March 7 phone call. On March 10, 2010, Mr. Mangold contacted the employer and requested an additional assignment. The employer did not have additional work for Mr. Mangold at that time.

On September 29, 2010, the employer had Mr. Mangold execute an Availability Statement that addressed his obligation to contact the employer within three working days of the end of an assignment to request a new assignment. The policy was set forth on a separate document and contained a clear, concise statement of the end-of-assignment notice requirement. The policy warned that Mr. Mangold would be deemed to have voluntarily quit if he failed to make timely

contact and warned that failure to make timely contact could have an adverse affect on his unemployment insurance benefit eligibility. Mr. Mangold signed the policy and received a copy.

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.

871 IAC 24.26(19) provides:

Voluntary quit with good cause attributable to the employer and separations not considered to be voluntary quits. The following are reasons for a claimant leaving employment with good cause attributable to the employer:

(19) The claimant was employed on a temporary basis for assignment to spot jobs or casual labor work and fulfilled the contract of hire when each of the jobs was completed. An election not to report for a new assignment to work shall not be construed as a voluntary leaving of employment. The issue of a refusal of an offer of suitable work shall be adjudicated when an offer of work is made by the former employer. The provisions of

Iowa Code section 96.5(3) and rule 24.24(96) are controlling in the determination of suitability of work. However, this subrule shall not apply to substitute school employees who are subject to the provisions of Iowa Code section 96.4(5) which denies benefits that are based on service in an educational institution when the individual declines or refuses to accept a new contract or reasonable assurance of continued employment status. Under this circumstance, the substitute school employee shall be considered to have voluntarily quit employment.

The evidence in the record indicates that the employer had an end-of-assignment notification policy that complied with the requirements of the statute, that the employer had Mr. Mangold sign the policy, and that the employer provided Mr. Mangold with a copy of what he signed. The evidence also indicates that Mr. Mangold contacted the employer within three days of the end of his assignment to request a further assignment, but the employer had nothing available for him. Mr. Mangold's March 7, 2011, separation from the temporary employment agency was for good cause attributable to the temporary employment agency. Mr. Mangold is eligible for benefits provided he is otherwise eligible. The employer's account may be charged for benefits paid to Mr. Mangold.

DECISION:

The Agency representative's May 3, 2011, reference 06, decision is modified as follows. The claimant's March 7, 2011 separation from the temporary employment agency was for good cause attributable to the temporary employment agency. The claimant is eligible for benefits provided he is otherwise eligible. The employer's account may be charged for benefits paid to the claimant.

James E. Timberland
Administrative Law Judge

Decision Dated and Mailed

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