

**IOWA WORKFORCE DEVELOPMENT
UNEMPLOYMENT INSURANCE APPEALS**

GRACIELA B RODRIGUEZ
Claimant

IMKO ENTERPRISES INC
Employer

APPEAL NO. 20A-UI-00960-B2T

**ADMINISTRATIVE LAW JUDGE
DECISION**

OC: 05/12/19
Claimant: Appellant (1)

Iowa Code § 96.5(1)j – Voluntary Quitting – Temporary Employment

STATEMENT OF THE CASE:

Claimant filed an appeal from a decision of a representative dated January 28, 2020, reference 01, which held claimant ineligible for unemployment insurance benefits. After due notice, a hearing was scheduled for and held on February 18, 2020. Claimant participated personally. Employer did not participate. Interpretive services were provided by CTS Language Link.

ISSUE:

Did the claimant quit by not requesting an additional work assignment within three business days of the end of the last assignment?

FINDINGS OF FACT:

Having heard the testimony and having reviewed the evidence in the record, the administrative law judge finds: Claimant worked for employer since 2012. Since that time, she had been placed with one company, Palmer's Candy. Every year, Palmer's Candy has a layoff in the winter, then calls people back again in the spring.

On October 26, 2019 claimant worked last for employer at Palmer's before she went in for surgery. Claimant received a release to return to work on December 23, 2019, and took the release to IMKO on that date. IMKO representatives stated that Palmer's was on its layoff period. Claimant stated that she did not request any additional employment opportunities as she was going to wait to feel better such that she could do the heavy lifting required when called back to work after the layoff.

REASONING AND CONCLUSIONS OF LAW:

For the reasons that follow, the administrative law judge concludes the claimant voluntarily left the employment without good cause attributable to the employer.

Iowa Code section 96.5(1)j provides:

An individual shall be disqualified for benefits, regardless of the source of the individual's wage credits:

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. (1) 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.

(2) 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.

(3) For the purposes of this paragraph:

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

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

The purpose of the statute is to provide notice to the temporary agency employer that the claimant is available for work at the conclusion of each temporary assignment so they may be reassigned and continue working. The plain language of the statute allows benefits for a claimant "who notifies the temporary employment firm of completion of an employment assignment *and* who seeks reassignment." (Emphasis supplied.)

Claimant in this matter did come to the employer when she'd been released back to work, but only wanted to be placed with Palmer's Candy. Claimant did not request another placement when told that Palmer's was on layoff. She stated that she would rather take the time to heal more fully from her injuries.

In this case, the employer had notice of the claimant's availability because it notified her of the layoff from the assignment but she did not request another assignment. Benefits are denied.

DECISION:

The January 28, 2020, (reference 01) unemployment insurance decision is affirmed. The claimant's separation was not attributable to the employer. Benefits are withheld until such time as she works in and has been paid for wages equal to ten times her weekly benefit amount, provided she is otherwise eligible.

Blair A. Bennett
Administrative Law Judge

Decision Dated and Mailed

bab/scn