

#### FINDINGS OF FACT:

The administrative law judge, having heard the testimony and considered all of the evidence in the record, finds that: The employer is a temporary employment service. The claimant performed services from January 20 through September 2, 2005. She signed an Availability Statement on December 3, 2004, indicating that she was to contact the employer within three days following the completion of an assignment to request placement in a new assignment. The employer gave the claimant a copy of the Availability Statement.

The claimant was assigned to work at G. I. Plastic on January 20, 2005, as a full-time general laborer. Her assignment was completed on February 4, 2005, but she did not seek reassignment from the employer until March 3, 2005. Continued work was available to the claimant after March 3, 2005, had she sought reassignment. The claimant received a new assignment on August 26, 2005, as a full-time general laborer working for Skyline Center. She completed that assignment on September 2, 2005, but did not seek reassignment from the employer until September 29, 2005. Continued work was available to the claimant after September 29, 2005, had she sought reassignment.

#### REASONING AND CONCLUSIONS OF LAW:

The issue is whether the claimant was separated from the employer for any disqualifying reason. As an employee of a temporary service, the claimant was required to request reassignment after the completion of her assignment on September 2, 2005.

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 claimant did not request reassignment and has, therefore, failed to satisfy the requirements of Iowa Code Section 96.5-1-j. Benefits are denied.

DECISION:

The representative's October 4, 2005 decision (reference 02) is reversed. The claimant was separated from the employer on September 2, 2005, for no good cause attributable to the employer. Benefits are withheld until she has worked in and has been paid wages for insured work equal to ten times her weekly benefit amount provided she is otherwise eligible.

bas/kjf