

**BEFORE THE  
EMPLOYMENT APPEAL BOARD  
Lucas State Office Building  
Fourth floor  
Des Moines, Iowa 50319**

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**ALYSSA MALLOY**

Claimant

and

**L A LEASING INC**

Employer

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**HEARING NUMBER: 15B-UI-03975**

**EMPLOYMENT APPEAL BOARD  
DECISION**

**NOTICE**

**THIS DECISION BECOMES FINAL** unless (1) a **request for a REHEARING** is filed with the Employment Appeal Board within **20 days** of the date of the Board's decision or, (2) a **PETITION TO DISTRICT COURT** IS FILED WITHIN **30 days** of the date of the Board's decision.

A **REHEARING REQUEST** shall state the specific grounds and relief sought. If the rehearing request is denied, a petition may be filed in **DISTRICT COURT** within **30 days** of the date of the denial.

**SECTION: 96.5-1,24.26-19&22**

**DECISION**

**UNEMPLOYMENT BENEFITS ARE DENIED**

The Employer appealed this case to the Employment Appeal Board. The members of the Employment Appeal Board reviewed the entire record. The Appeal Board finds it cannot affirm the administrative law judge's decision. The Employment Appeal Board **REVERSES** as set forth below.

**FINDINGS OF FACT:**

Alyssa Malloy (Claimant) worked for LA Leasing (c/o Sedona Staffing) as a full-time customer service representative last assigned to Bridgestone Bandag Tire Solutions from May 13, 2013 to March 4, 2015. The Claimant's assignment ended due to her attendance on March 4, 2015. The Claimant was informed of the end of the assignment through a voice mail from Sedona. The Claimant did not contact Sedona to request reassignment following the end of her assignment.

The Employer's Availability Statement requires employees to contact "Sedona Staffing" within three working days of the completion of an assignment and to "request placement on a new assignment." (Ex. 1). The Availability Statement warns that failure to comply with its terms will mean that Sedona Staffing "will consider the employee to have voluntarily quit employment, and further assignments may not be offered." (Ex. 1). The Availability Statement was signed by the Claimant, and received by the Claimant on April 24, 2013. The statement is entitled "Availability Statement – Three Day Notice Requirement." (Ex. 1).

## REASONING AND CONCLUSIONS OF LAW:

Legal Standards: Iowa Code section 96.5-1 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.

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 Employer has the burden of proving disqualification under paragraph 96.5(1)(j) except that the compliance with the good cause exception is on the claimant.

Application of Standards: It is clear the Claimant did not quit her *assignment*. Still, the question here is whether the Claimant is to be deemed to have quit the *temporary employer* under Iowa Code §95.5(1)(j). We conclude that she did. Even when the temporary employer tells the worker that the assignment has ended the worker still needs to request another assignment as provided for by the Code, assuming the temporary employer has complied with the requirements for an availability policy. Here the Employer's policy is in writing, it was separate from the contract of unemployment, and provided to the Claimant. The statement is clear and concise. The findings of fact show how we have resolved the disputed factual issues in this case. We have carefully weighed the credibility of the witnesses and the reliability of the evidence. We have found credible the Employer's evidence that the Claimant did not request reassignment within three working days as contemplated by Iowa Code §95.5(1)(j). The Employer has thus proven the Claimant is not eligible by operation of that Code paragraph.

**DECISION:**

The administrative law judge's decision dated May 11, 2015 [incorrectly stamped 2014] is **REVERSED**. The Employment Appeal Board concludes that the Claimant was separated from employment in a manner that disqualifies the Claimant from benefits. Accordingly, she is denied benefits until such time as the Claimant has worked in and was paid wages for insured work equal to ten times the Claimant's weekly benefit amount, provided the Claimant is otherwise eligible. See, Iowa Code section 96.5(1)(g); Iowa Code section 96.5(2)(a).

The Board remands this matter to the Iowa Workforce Development Center, Benefits Bureau, for a calculation of the overpayment amount based on this decision.

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Kim D. Schmett

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Ashley R. Koopmans

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James M. Strohman

RRA/fnv