

**IOWA WORKFORCE DEVELOPMENT
UNEMPLOYMENT INSURANCE APPEALS**

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

EDWARD W HAYDEN
Claimant

APPEAL NO. 07A-UI-01218-NT

**ADMINISTRATIVE LAW JUDGE
DECISION**

DES STAFFING SERVICES INC
Employer

OC: 12-24-06 R: 03
Claimant: Appellant (2)

Section 96.5 – Voluntary Leaving Employment
Section 96.5-1-j – Reassignment from Employer

STATEMENT OF THE CASE:

The claimant filed an appeal from a decision of a representative dated January 26, 2007, reference 01, which denied unemployment insurance benefits. After due notice, a telephone conference hearing was scheduled for and held on February 22, 2007. The claimant participated. Although notified, the employer did not participate. Claimant's Exhibits One through Three were received into evidence.

ISSUES:

The issues in this matter are whether the claimant quit for good cause attributable to the employer and whether the claimant sought reassignment from the temporary employment service.

FINDINGS OF FACT:

The administrative law judge, having heard the testimony and considered all of the evidence in the record, finds: The claimant last worked for this temporary employment service from November 20, 2006, until December 28, 2006, when he was laid off due to lack of work. Mr. Hayden was assigned to work as an inspector at the client employer, Legacy Manufacturing. On December 18, 2006, the claimant was informed by the client employer that he was being laid off for an approximate one-month period. Mr. Hayden immediately contacted DES Staffing Services to inform them of the layoff. The claimant called DES Staffing Services on three occasions on December 20, 2006 seeking reassignment and called the temporary service three additional times until being told on December 22, 2006 that the temporary agency would contact Mr. Hayden if a new assignment became available. No other work assignments were offered to the claimant for an extended period of time although he maintained contact with the temporary service and remained available. Subsequently, the claimant was assigned back to Legacy Manufacturing.

REASONING AND CONCLUSIONS OF LAW:

The administrative law judge concludes based upon the evidence in the record that the claimant's separation took place due to a lack of work under non disqualifying conditions. The evidence establishes that Mr. Hayden immediately contacted the temporary employment service to inform the service that his assignment had come to an end and that the claimant did so within the required time period. The evidence also establishes that the claimant maintained contact with the temporary employment service in hopes of being reassigned but no work was available to him.

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 administrative law judge holds that the evidence has failed to establish the claimant voluntarily quit his employment. It is the opinion of the administrative law judge that the claimant was separated due to a lack of work under non disqualifying conditions.

DECISION:

The representative's decision dated January 26, 2007, reference 01, is reversed. The claimant's separation took place under non-disqualifying conditions. Mr. Hayden is eligible for unemployment insurance benefits, provided that he satisfies all other eligibility requirements.

Terence P. Nice
Administrative Law Judge

Decision Dated and Mailed

pjs/pjs