

**IOWA WORKFORCE DEVELOPMENT  
UNEMPLOYMENT INSURANCE APPEALS**

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

**KURT KRITZ**

Claimant

**APPEAL NO: 09A-UI-04380-BT**

**ADMINISTRATIVE LAW JUDGE  
DECISION**

**L A LEASING INC/SEDONA STAFFING**

Employer

**OC: 12/21/08**

**Claimant: Appellant (1)**

Section 96.5-1-j - Voluntary Quit of Temporary Employment

**STATEMENT OF THE CASE:**

Kurt Kritz (claimant) appealed an unemployment insurance decision dated March 11, 2009, reference 05, which held that he was not eligible for unemployment insurance benefits because he voluntarily quit his employment with L A Leasing, Inc/Sedona Staffing (employer) without good cause attributable to the employer. After hearing notices were mailed to the parties' last-known addresses of record, a telephone hearing was held on April 14, 2009. The claimant participated in the hearing with his wife Jennifer. The employer participated through Chad Baker, Worker's Compensation Administrator and Rhonda Stout, Office Manager. Employer's Exhibits One and Claimant's Exhibits A and B were admitted into evidence. Based on the evidence, the arguments of the parties, and the law, the administrative law judge enters the following findings of fact, reasoning and conclusions of law, and decision.

**ISSUE:**

The issue is whether the claimant failed to contact the temporary employment agency within three working days after the completion of his assignment when notified of this requirement at the time of hire.

**FINDINGS OF FACT:**

The administrative law judge, having heard the testimony and considered all of the evidence in the record, finds that: The claimant signed employment documentation with the employer on July 8, 2008. He signed an availability statement on that date which informed him he was required to check in with the employer within three working days after the completion of his last assignment and failure to do so would result in his voluntary separation from employment. The availability statement was separate than the employment contract and also advised the claimant that failure to check in for additional assignments could affect his eligibility for unemployment insurance benefits. The claimant was directed to pick up a copy of the agreement at the receptionist desk after signing it.

The claimant was assigned to Menasha as a temporary semi-driver on January 21, 2009. He called in sick on January 22 and the plant was shut down for the week of January 26, 2009. The claimant returned to work from February 2 through February 4, 2009. He called in sick on

February 5, 2009. He was taken off work by a physician on February 5 and 6, 2009 for a non-work-related medical condition. The claimant's wife contacted the employer on February 5, 2009 to state that he would not be at work. She reportedly delivered the medical excuse to the employer on February 6, 2009. The claimant called the employer on February 6, 2009 but would only talk to Vanessa and she was not available. Vanessa called the claimant and left a message for him to call her, which the claimant did at 2:25 p.m. At this time, Vanessa told the claimant his assignment with Menasha was completed as he was taken off the assignment due to poor attendance. The claimant was still available for other assignments with the employer but he did not request any additional assignments until February 16, 2009.

The claimant offered evidence of calls made to the employer on February 5 and 6, 2009 but provided no evidence of calls made after that date. The claimant's wife claimed that the calls made from the home phone were not recorded because they were local calls but the employer subsequently testified the claimant's home phone number was a long distance number and the claimant confirmed that fact.

### **REASONING AND CONCLUSIONS OF LAW:**

The issue in this case is whether the reasons for the claimant's separation from employment qualify him to receive unemployment insurance benefits. The claimant is not qualified to receive unemployment insurance benefits if he voluntarily quit without good cause attributable to the employer or if the employer discharged him for work-connected misconduct. Iowa Code sections 96.5-1 and 96.5-2-a. The employer herein is a temporary employment agency and temporary employment agencies are governed by Iowa Code section 96.5-1-j, which places specific restrictions on both the employer and the employee with regard to qualification for unemployment insurance benefits after a voluntary separation.

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 evidence indicates the claimant knew or should have known he was required to contact the employer after his assignment was completed so the employer could assign him to another job. His assignment was over on February 6, 2009 due to poor attendance. He was taken off work on February 5 and 6, 2009 but did not contact the employer for additional work after he was released to return to work. The first record the employer has of the claimant checking in for additional assignments is on February 16, 2009. The claimant did not satisfy the requirements of Iowa Code section 96.5-1-j and is disqualified from receiving unemployment insurance benefits as of February 14, 2009.

**DECISION:**

The unemployment insurance decision dated March 11, 2009, reference 05, is affirmed. The claimant voluntarily left work without good cause attributable to the employer. Benefits are withheld until he has worked in and has been paid wages for insured work equal to ten times his weekly benefit amount, provided he is otherwise eligible.

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Susan D. Ackerman  
Administrative Law Judge

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Decision Dated and Mailed

sda/pjs