

**IOWA WORKFORCE DEVELOPMENT  
UNEMPLOYMENT INSURANCE APPEALS**

**LEYNA I KELLER**  
Claimant

**TEAM STAFFING SOLUTIONS INC**  
Employer

**APPEAL NO. 14A-UI-09316-B2T**

**ADMINISTRATIVE LAW JUDGE  
DECISION**

**OC: 07/13/14  
Claimant: Appellant (2)**

Iowa Code § 96.5-1 – Voluntary Quit

**STATEMENT OF THE CASE:**

Claimant filed an appeal from a decision of a representative dated July 29, 2014, reference 02, which held claimant ineligible for unemployment insurance benefits. After due notice, a hearing was scheduled for and held on September 30, 2014. Claimant participated. Employer participated by Sarah Fielder. Claimant's Exhibit A was admitted into evidence.

**ISSUES:**

Whether the appeal was timely filed.

Whether claimant quit for good cause attributable to employer.

Whether the claimant made a timely request for another job assignment.

**FINDINGS OF FACT:**

The administrative law judge, having heard the testimony and considered all of the evidence in the record, finds: Claimant last worked for employer on July 9, 2014. Claimant was told that her assignment with West Liberty Foods had ended on that date. Claimant did not ask employer for another assignment at all after her assignment had ended with West Liberty Foods, much less within three days of the end of the assignment.

Claimant had previously worked for employer – a part time and substitute placement office. Within the last year claimant had signed for and received a notification requirement – that claimant must contact employer within three days of the completion of an assignment or that claimant will be deemed to have voluntarily quit.

Claimant had worked for employer within the last year. Claimant was then hired to work full time for a previous placement. That full time employment did not continue, and claimant returned to employer for a new placement. As claimant had worked for employer previously within the last year, employer did not find it necessary for claimant to fill out a new three-day notification requirement document.

## REASONING AND CONCLUSIONS OF LAW:

Iowa Code § 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 Admin. Code r. 871-24.35(1) provides:

(1) Except as otherwise provided by statute or by division rule, any payment, appeal, application, request, notice, objection, petition, report or other information or document submitted to the division shall be considered received by and filed with the division:

a. If transmitted via the United States postal service, on the date it is mailed as shown by the postmark, or in the absence of a postmark the postage meter mark of the envelope in which it is received; or if not postmarked or postage meter marked or if the mark is illegible, on the date entered on the document as the date of completion.

b. If transmitted by any means other than the United States postal service on the date it is received by the division.

Iowa Code § 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 established that claimant voluntarily quit for good cause attributable to employer when claimant terminated the employment relationship because she did not report within three days of the ending of a work assignment. Claimant had worked for employer within the last year, but began her employment anew on April 4, 2014. Claimant had previously filled out the notification document on July 26, 2013. Claimant did not fill out or receive a new notification document on claimant's rehire in April of this year.

In pertinent part, Iowa Code § 96.5(1)(j) states, "...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..." (italics added for emphasis). Employer's argument that claimant had previously signed the document and agreed to it when claimant was previously hired by employer blurs the lines between different terms of employment. There is a difference between an employee who continues with a firm and is placed with different clients, only to return to employer between placements and an employee who ends employment with a placement firm only to return later and be rehired. There is no language in Iowa Code § 96.5(1)(j) that states it is only applicable for claimants upon their first hiring by a temporary employment firm. This court will not add language where it does not exist.

#### **DECISION:**

The decision of the representative dated July 29, 2014, reference 02, is reversed. Unemployment insurance benefits are allowed, provided claimant is otherwise eligible.

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Blair A. Bennett  
Administrative Law Judge

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Decision Dated and Mailed

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