

**IOWA WORKFORCE DEVELOPMENT
UNEMPLOYMENT INSURANCE APPEALS BUREAU**

IRMA R LOPEZ
Claimant

L A LEASING INC
Employer

APPEAL 15A-UI-13237-JP-T

**ADMINISTRATIVE LAW JUDGE
DECISION**

**OC: 10/25/15
Claimant: Appellant (1)**

Iowa Code § 96.5(1)j – Voluntary Quitting – Temporary Employment

STATEMENT OF THE CASE:

The claimant filed an appeal from the November 20, 2015, (reference 07) unemployment insurance decision that denied benefits based upon voluntarily quitting the employment. The parties were properly notified about the hearing. A telephone hearing was held on December 18, 2015. Claimant participated. CTS Language Link employee David (id #9844) interpreted for claimant. Employer participated through unemployment benefits administrator Colleen McGuinty. Administrative assistant, Corey Thompson, appeared on behalf of the employer, but did not testify.

ISSUE:

Did claimant quit by not reporting for additional work assignments within three business days of the end of the last assignment?

FINDINGS OF FACT:

Having reviewed all of the evidence in the record, the administrative law judge finds: Claimant was employed full-time as a temporary assembly assigned at West Rock (formerly known as Rock Tenn) on September 2, 2015, and was separated from the assignment on October 19, 2015. West Rock closed and moved out of state. The employer became aware that claimant's assignment ended on October 19, 2015. Managers from West Rock informed the employees, including claimant, that West Rock was closed. Claimant's assignment ended on October 19, 2015. After October 19, 2015, the employer did not hear from claimant until December 15, 2015, when she checked in available for work. The employer has a written policy that requires employees to notify the employer within three working days and request additional assignment or it is considered a voluntary quit. Claimant was aware of the policy. Claimant was given a copy of the written policy. The employer has a copy of the policy in Spanish, but claimant did not request a copy of the policy in Spanish. The person that filled out the policy with claimant is bilingual and speaks Spanish. Anytime an employee indicates they do not understand, the employer does have a copy in Spanish. Claimant signed for the policy on October 10, 2013 when she filled out her application. Claimant signed the documents that were in English, but she did not understand what the document said in English well enough without someone helping her. When claimant signed the document, a family member of hers was there to help

her understand the document. The family member did explain that claimant needed to contact the employer within three business days after her assignment ended and request additional assignment. After the assignment ended, claimant failed to report to the employer within three working days to indicate availability for work, and request further assignment as required by written policy. The employer considered claimant to have quit when she did not contact the employer within three business days and request additional assignment. Claimant did not contact the employer within three business days because she started looking for work at other companies.

REASONING AND CONCLUSIONS OF LAW:

For the reasons that follow, the administrative law judge concludes the claimant voluntarily left the employment without good cause attributable to the employer.

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.

Each assignment with a temporary agency is considered a separate period of employment. The purpose of the statute is to provide notice to the temporary agency employer that the claimant is available for work at the conclusion of each temporary assignment so they may be reassigned and continue working. The plain language of the statute allows benefits for a claimant “who notifies the temporary employment firm of completion of an employment assignment *and* who seeks reassignment.” Iowa Code § 96.5(1)(j) (Emphasis added).

In this case, the employer had notice that claimant’s assignment ended on October 19, 2015, but she did not request another assignment within three working days and, therefore, is considered to have quit the employment. Even though claimant may have contacted the employer for work on December 15, 2015, it was more than three working days after her assignment ended. Although claimant did not read English well enough to understand the written policy, the employer did have a bilingual employee help claimant sign the policy and claimant’s family member explained that she needed to contact the employer within three business days after her assignment ended and request additional assignment. Benefits are denied.

DECISION:

The November 20, 2015, (reference 07) unemployment insurance decision is affirmed. The claimant’s separation was not attributable to the employer. Benefits are withheld until such time as she works in and has been paid for wages equal to ten times her weekly benefit amount, provided she is otherwise eligible.

Jeremy Peterson
Administrative Law Judge

Decision Dated and Mailed

jp/pjs