

**IOWA WORKFORCE DEVELOPMENT
UNEMPLOYMENT INSURANCE APPEALS**

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

MARY A CARTER
Claimant

APPEAL NO: 14A-UI-08821-ET

**ADMINISTRATIVE LAW JUDGE
DECISION**

L A LEASING INC
Employer

OC: 07/13/14
Claimant: Respondent (1)

Section 96.5(1) – Voluntary Leaving
871 IAC 24.26(19 & 22) – Voluntary Leaving
Section 96.5-1-j – Reassignment from Employer

STATEMENT OF CASE:

The employer filed a timely appeal from the August 13, 2014, reference 05, decision that allowed benefits to the claimant. After due notice was issued, a hearing was held by telephone conference call before Administrative Law Judge Julie Elder on September 12, 2014. The claimant participated in the hearing. Maria Mays, Risk Administrative Assistant, and Esperance Banguid, Account Manager, participated in the hearing on behalf of the employer. Employer's Exhibit One was admitted into evidence.

ISSUES:

The issues are whether the claimant voluntarily left her employment and whether she sought reassignment from the employer.

FINDINGS OF FACT:

Having reviewed all of the evidence in the record, the administrative law judge finds: The claimant was employed as a full-time dock clerk for L A Leasing last assigned to NIS from October 15, 2013 to March 10, 2014. The claimant's assignment ended due to a lack of work. Account Manager Esperance Banguid called the claimant to notify her that the client had ended her assignment. The claimant was surprised and told Mr. Banguid she needed her job. Mr. Banguid asked the claimant if she wanted him to fight for her and she said yes so he called NIS but it would not allow the claimant to return to work for it. Mr. Banguid called the claimant and notified her NIS said she could not come back. The claimant asked Mr. Banguid if he had any other assignments available. He told her the employer valued her as an employee but did not have anything available at that time. The claimant called Mr. Banguid approximately one week later and he offered her a position with Rock Ten but the job was in assembly rather than office or clerical work and only paid \$8.00 rather than the \$11.00 per hour she was making at NSI. Consequently, the claimant declined that job offered.

REASONING AND CONCLUSIONS OF LAW:

For the reasons that follow, the administrative law judge concludes the claimant's separation was not disqualifying.

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 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 claimant completed her assignment with NSI on March 10, 2014 and asked Mr. Banguid about further work when he called to tell her the assignment was over. She told him she needed a job and he offered to try to get her position at NSI back for her but could not do so. When the claimant stated she needed a job and said she did want him to fight to keep her assignment at NSI, Mr. Banguid knew the claimant was able and available for other assignments. Additionally, the claimant called the employer approximately one week later and again requested further work. Because the claimant made clear during her conversation with Mr. Banguid that she was able and available for work on March 10, 2014, she satisfied the requirement of seeking further assignment from the temporary employer. Therefore, benefits are allowed.

DECISION:

The August 13, 2014, reference 05, decision is affirmed. Benefits are allowed, provided the claimant is otherwise eligible.

Julie Elder
Administrative Law Judge

Decision Dated and Mailed

je/can