

**IOWA WORKFORCE DEVELOPMENT
UNEMPLOYMENT INSURANCE APPEALS**

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

JOSHUA J MOHR
Claimant

APPEAL NO. 14A-UI-04378-NT

**ADMINISTRATIVE LAW JUDGE
DECISION**

L A LEASING INC
Employer

OC: 03/16/14
Claimant: Respondent (1)

Section 96.5(1)(j) – Voluntary Leaving – Temporary Employment

STATEMENT OF THE CASE:

L A Leasing, Inc. filed a timely appeal from a representative's decision dated April 21, 2014, reference 03, which held claimant eligible to receive unemployment insurance benefits. After due notice was provided, a telephone hearing was held on May 15, 2014. Claimant participated. The employer participated by Ms. Maria Mays and Mr. Joe Vermeulen. Employer's Exhibit A was received into evidence.

ISSUE:

The issue is whether the evidence in the record establishes that the claimant left employment by failing to contact the temporary employment service within three working days after completion of his most recent assignment.

FINDINGS OF FACT:

Having considered the evidence in the record, the administrative law judge finds: Joshua Mohr was last employed by the captioned temporary employment service from January 20, 2014 until March 15, 2014 when the assignment ended. Mr. Mohr was assigned to work at the Schaeffer Company as a machine operator. Claimant was employed full time during the assignment and was paid \$11.00 per hour. At the time that Mr. Mohr began employment with L A Leasing, Inc., he signed an agreement to contact the temporary employment service within three working days after the completion of each work assignment to establish his availability for work.

On Sunday, March 16, 2014, the claimant was informed by a representative of the Schaeffer Company that his assignment had ended. On March 17, 2014, Mr. Mohr telephoned L A Leasing's branch office and spoke to Mr. Vermeulen advising Mr. Vermeulen that the assignment had been ended by the client and to advise Mr. Vermeulen of his availability for work. On Wednesday, March 19, 2014, Mr. Mohr again telephoned the branch office looking for work.

It is the employer's position that their company records do not reflect a telephone call by Mr. Mohr on March 19, 2014 and company records do not reflect that the purpose of Mr. Mohr's call to the branch office on March 17, 2014 was to establish his availability for work. It is, therefore, the employer's belief that Mr. Mohr did not comply with the requirement that he contact the temporary employment service within three working days after the completion of his most recent assignment to establish his availability.

REASONING AND CONCLUSIONS OF LAW:

For the reasons that follow, the administrative law judge concludes the claimant voluntarily left employment with 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.

Iowa Admin. Code r. 871-24.26(19) provides:

Voluntary quit with good cause attributable to the employer and separations not considered to be voluntary quits. The following are reasons for a claimant leaving employment with good cause attributable to the employer:

(19) The claimant was employed on a temporary basis for assignment to spot jobs or casual labor work and fulfilled the contract of hire when each of the jobs was completed. An election not to report for a new assignment to work shall not be construed as a voluntary leaving of employment. The issue of a refusal of an offer of suitable work shall be adjudicated when an offer of work is made by the former employer. The provisions of Iowa Code section 96.5(3) and rule 24.24(96) are controlling in the determination of suitability of work. However, this subrule shall not apply to substitute school employees who are subject to the provisions of Iowa Code section 96.4(5) which denies benefits that are based on service in an educational institution when the individual declines or refuses to accept a new contract or reasonable assurance of continued employment status. Under this circumstance, the substitute school employee shall be considered to have voluntarily quit 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 the temporary assignment. The evidence in the record establishes that Mr. Mohr immediately telephoned the temporary employment service's branch manager on the next working day to advise the temporary employer that the assignment had ended and to inform the temporary employment service of his availability for more work. The administrative law judge concludes that the claimant's intent was clear, he wished to inform the employer that the assignment ended and he wanted more work. The failure of the employer to correctly document the purpose of the claimant's contact is not determinative of whether the claimant complied with the provisions of 96.5-1-j of the Employment Security Law. The administrative law judge concludes based upon the evidence in the record the claimant did notify the temporary employment firm within three working days of the completion of his last work assignment that the assignment had ended and that he was available for more work. Claimant's separation from employment was thus attributable to the employer.

DECISION:

The representative's decision dated April 21, 2014, reference 03, is affirmed. Claimant was separated due to a lack of work under non disqualifying conditions. Unemployment insurance benefits are allowed, provided the claimant meets all other eligibility requirements of Iowa law.

Terence P. Nice
Administrative Law Judge

Decision Dated and Mailed

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