

**IOWA WORKFORCE DEVELOPMENT  
UNEMPLOYMENT INSURANCE APPEALS**

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

**APRIL M BAILEY**  
Claimant

**APPEAL NO. 08A-UI-05470-NT**

**ADMINISTRATIVE LAW JUDGE  
DECISION**

**L A LEASING INC  
SEDONA STAFFING**  
Employer

**OC: 05/04/08 R: 04  
Claimant: Respondent (1)**

Section 96.5-1-j – Voluntary Leaving (Temporary Assignment)

**STATEMENT OF THE CASE:**

The employer filed an appeal from a representative's decision dated June 5, 2008, reference 04, which held the claimant eligible for unemployment insurance benefits. After due notice was issued, a telephone conference hearing was scheduled for and held on June 24, 2008. Although duly notified, the claimant did not participate. The employer participated by Colleen McGuinty and Dawn Napp.

**ISSUE:**

The issue in this matter is whether the claimant quit employment for good cause attributable to the employer.

**FINDINGS OF FACT:**

The administrative law judge, having heard the testimony and having considered all the evidence in the record, finds: April Bailey was employed by the captioned temporary employment service beginning in June of 2006. The claimant last began an assignment on October 5, 2007, at the Molded Fibre Company as a general laborer and was paid by the hour. The claimant informed the temporary employment service on approximately October 11, 2007, that she was not able to continue in the temporary assignment because she did not have transportation to the work locale. No other work assignments were available to the claimant on that date. Although the claimant had indicated that she could not continue in the present assignment, the inability of the claimant to continue in the assignment did not preclude Ms. Bailey from continuing the employment relationship with Sedona Staffing. The claimant later contacted the temporary employment service for additional assignments.

**REASONING AND CONCLUSIONS OF LAW:**

For the reasons that follow, the administrative law judge concludes the claimant did not end the employment relationship with Sedona Staffing when she indicated that she was unable to continue a current assignment on October 11, 2007, because of transportation issues.

The evidence in the record establishes that although the claimant discontinued reporting for that assignment, the employer did not consider the employment relationship to have ended. The claimant continued to be eligible for additional assignments through Sedona Staffing and contacted the employer for additional work in November 2007.

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.

871 IAC 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 each temporary assignment so that they may be re-assigned and to continue working. In this case, the claimant gave the temporary employment service notice that she could not continue in the assignment; however, the employment relationship continued. The administrative law judge must therefore conclude that the claimant's separation from employment that took place on or about October 11, 2007, was non-disqualifying.

**DECISION:**

The representative's decision dated June 5, 2008, reference 04, is hereby affirmed. The claimant's separation took place under non-disqualifying conditions. Unemployment insurance benefits are allowed, provided the claimant meets all other eligibility requirements of Iowa law.

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Terence P. Nice  
Administrative Law Judge

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Decision Dated and Mailed

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