

**IOWA WORKFORCE DEVELOPMENT  
UNEMPLOYMENT INSURANCE APPEALS**

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

**CINDY L MCMAHON**  
Claimant

**APPEAL NO. 09A-UI-03466-NT**

**ADMINISTRATIVE LAW JUDGE  
DECISION**

**"L A LEASING INC**  
**"SEDONA STAFFING**  
Employer

**OC: 02/11/07**  
**Claimant: Appellant (2)**

Section 96.5-1 – Voluntary Quit  
Section 96.5-1-j – Voluntary Leave (Temporary Employment)

**STATEMENT OF THE CASE:**

The claimant filed a timely appeal from a representative's decision dated February 18, 2009, reference 02, which held the claimant voluntarily quit employment by failing to notify the temporary employment within three working days of the completion of her last work assignment. After due notice a telephone conference hearing was scheduled for and held on March 30, 2009. Ms. McMahon participated personally. Employer participated by Mr. Chad Baker, Workers' Compensation Administrator.

**ISSUE:**

The issue in this matter is whether the claimant voluntarily quit employment by failing to contact the temporary employer within three days of the completion of her last work assignment.

**FINDINGS OF FACT:**

The administrative law judge, having heard the testimony and considered all of the evidence in the record, finds: The claimant was employed by L A Leasing, Inc. beginning on September 9, 2008. The claimant was assigned to work as a full-time quality assurance worker at the Fidler Printing Company beginning on September 9, 2008 until October 29, 2008 when the assignment came to an end. After the assignment had ended on October 29, 2008, the claimant contacted the temporary employment service within three days notifying the temporary service by message that the assignment had ended and informing the temporary service that the claimant desired additional work assignments. Although the claimant had used this method of contact in the past and had been contacted in the past by L A Leasing in this manner, the claimant did not receive an offer of additional work assignments for approximately three to four weeks. The claimant reasonably concluded that no additional work assignments were available to her at the time that her most recent assignment with Fidler Printing came to an end.

## REASONING AND CONCLUSIONS OF LAW:

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.

For the reasons that follow the administrative law judge concludes that the claimant voluntarily left employment with good cause attributable to the employer.

Upon beginning assignment with L A Leasing, Ms. McMahon signed an agreement to contact the temporary employment service within three working days at the end of her most recent work assignment. The claimant contacted the temporary employment service as agreed leaving a message November 1, 2008 informing the temporary employment service that the assignment had ended and informing the temporary service that she was seeking additional work assignments. Ms. McMahon had used this method of contact in the past. The temporary employment service did not respond by offering the claimant additional work assignments for approximately three to four weeks when an offer of additional work was made to the claimant.

The purpose of the statute is to provide notice to a temporary agency employer that the claimant is available for work at the conclusion of the most recent temporary assignment. Based upon the evidence in the record, the administrative law judge concludes that the claimant has followed the requirements of the statute.

**DECISION:**

The agency representative's decision dated February 18, 2009, reference 02, is reversed. The claimant voluntarily left work for reasons attributable to the employer. Unemployment insurance benefits are allowed, providing 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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