

**IOWA WORKFORCE DEVELOPMENT
UNEMPLOYMENT INSURANCE APPEALS**

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

JASON W MULL
Claimant

APPEAL NO. 07A-UI-01291-S2T

**ADMINISTRATIVE LAW JUDGE
DECISION**

TEMP ASSOCIATES - MARSHALLTOWN
Employer

**OC: 12/10/06 R: 02
Claimant: Appellant (5)**

Section 96.5-1-j – Separation from Temporary Employer

STATEMENT OF THE CASE:

Jason Mull (claimant) appealed a representative's January 29, 2007 decision (reference 02) that concluded he was not eligible to receive unemployment insurance benefits because he had voluntarily quit employment with Temp Associates (employer). After hearing notices were mailed to the parties' last-known addresses of record, a telephone hearing was held on February 20, 2007. The claimant participated personally. The employer participated by Judy Rebik, Manager.

ISSUE:

The issue is whether the claimant was separated from employment for any disqualifying reason.

FINDINGS OF FACT:

The administrative law judge, having heard the testimony and considered all of the evidence in the record, finds that: The claimant was hired on April 17, 2006, as a full-time temporary forklift driver assigned to work at North American Distribution Center. The employer is a temporary employment firm. The claimant signed a document on April 17, 2006, indicating that he was to contact the employer within three days following the completion of an assignment to request placement in a new assignment.

The claimant's assignment ended on December 8, 2006. The claimant sought reassignment. On December 27, 2006, the employer offered the claimant work at Ace Precision earning \$9.00 per hour. The claimant accepted the work and agreed to start on January 2, 2007. The claimant did not appear for work or notify the employer of his absence.

The employer did not hear from the claimant again until January 24, 2007. The employer asked the claimant what had happened. The claimant told the employer that he had an interview and could not go to work on January 2, 2007. He notified Ace Precision that he would not be at work. He never returned to Ace because the pay was too low. The claimant did not seek reassignment within three working days of not appearing for work at Ace Precision. On

February 16, 2007, the employer assigned the claimant to work at North American Distribution Center.

REASONING AND CONCLUSIONS OF LAW:

The administrative law judge finds the claimant was not separated from the employer for good cause. As an employee of a temporary service, the claimant was required to request reassignment after the completion of his last assignment.

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.

The claimant did not request reassignment and has, therefore, failed to satisfy the requirements of Iowa Code section 96.5-1-j. Benefits are denied.

DECISION:

The representative's January 29, 2007 decision (reference 02) is modified with no effect. The claimant was separated from the employer on January 2, 2007, for no good cause attributable to the employer. Benefits are withheld until he has worked in and has been paid wages for insured work equal to ten times his weekly benefit amount provided he is otherwise eligible.

Beth A. Scheetz
Administrative Law Judge

Decision Dated and Mailed

bas/pjs