

**IOWA WORKFORCE DEVELOPMENT
UNEMPLOYMENT INSURANCE APPEALS**

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

DARLENE A PEAK
Claimant

APPEAL NO. 10A-UI-16884-ST

**ADMINISTRATIVE LAW JUDGE
DECISION**

AEROTEK INC
Employer

OC: 11/07/10
Claimant: Appellant (2)

Section 96.5-1-j – Voluntary Quit/Assignment Completion

STATEMENT OF THE CASE:

The claimant appealed from a representative's decision dated December 7, 2010, reference 01, that she voluntarily quit without good cause on June 15, 2010, and benefits are denied. A telephone hearing was held on January 25, 2011. The claimant participated. The employer did not participate.

ISSUE:

Whether claimant voluntarily quit with good cause attributable to the employer.

FINDINGS OF FACT:

The administrative law judge, having considered the evidence in the record, finds that: The claimant last worked on assignment for her temporary employment firm as a full-time production worker on June 15, 2010. The claimant complete her assignment at General Mills located in Hiawatha, Iowa. When the claimant contacted the employer about further work, none was made available to her. The employer did not offer any further assignment.

The employer failed to respond to the hearing notice.

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.

The administrative law judge concludes the claimant voluntarily quit with good cause attributable to her employer on June 15, 2010 when she completed her last assignment and the employer made no further work available to her.

The claimant offered credible testimony she completed her production assignment at General Mills, contacted the employer about further work, and none was offered to her.

DECISION:

The department decision dated December 7, 2010, reference 01, is reversed. The claimant voluntarily quit with good cause on June 15, 2010. Benefits are allowed, provided the claimant is otherwise eligible.

Randy L. Stephenson
Administrative Law Judge

Decision Dated and Mailed

rls/css