

**IOWA WORKFORCE DEVELOPMENT
UNEMPLOYMENT INSURANCE APPEALS**

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

JOHN VESELY
Claimant

APPEAL NO. 11A-UI-07037-ET

**ADMINISTRATIVE LAW JUDGE
DECISION**

L A LEASING INC
Employer

OC: 07-11-10
Claimant: Respondent (1)

Section 96.5(1) – Voluntary Leaving
871 IAC 24.26(19 & 22) – Voluntary Leaving
Section 96.5-1-j – Reassignment from Employer

STATEMENT OF CASE:

The employer filed a timely appeal from the May 20, 2011, reference 03, decision that allowed benefits to the claimant. After due notice was issued, a hearing was held by telephone conference call before Administrative Law Judge Julie Elder on June 21, 2011. The claimant participated in the hearing. Colleen McGuinty, unemployment benefits administrator, and Scarlet Linn, account manager, participated in the hearing on behalf of the employer. Employer's Exhibit One was admitted into evidence.

ISSUE:

The issue is whether the claimant voluntarily left his employment and whether he sought reassignment from the employer.

FINDINGS OF FACT:

Having reviewed all of the evidence in the record, the administrative law judge finds: The claimant was employed as a full-time laborer for Sedona Staffing from February 28, 2011 to April 29, 2011. The employer's policy states that employees must contact it upon the completion of an assignment and ask to be placed on another assignment (Employer's Exhibit One). There are no requirements for maintaining contact after that time. The claimant was assigned to River Bend Industries, where he worked from 7:00 a.m. to 3:00 p.m. and earned \$9.50 per hour. The client told the claimant the assignment was over due to a lack of work and sent him home early. He called the employer when he returned to his house and was told he was no longer needed for that assignment by Sedona. He interpreted that statement to mean Sedona no longer needed him at all and, as a result, he did not ask for another assignment. The employer contacted him May 25, 2011, to offer him another position, but the claimant refused the offer because he had a full-time job with Maytag.

REASONING AND CONCLUSIONS OF LAW:

For the reasons that follow, the administrative law judge concludes the claimant's separation was not disqualifying.

Iowa Code section 96.5-1 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.

871 IAC 24.26(22) 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:

(22) The claimant was hired for a specific period of time and completed the contract of hire by working until this specific period of time had lapsed. 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 employees shall be considered to have voluntarily quit employment.

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 completed his assignment after being notified by the client it was ending due to a lack of work and being sent home early. After arriving at his home, the claimant contacted the employer to notify it the assignment ended and the employer told him that would be his last day and if he had any questions he should feel free to call the staffing agency. It did not ask him if he was available for another assignment and the claimant believed he would no longer be considered for temporary assignments. The claimant did call the employer within three days of the completion of his assignment and the employer had the opportunity to simply ask him if he was available for future assignments when he called but chose not to do so. Additionally, the employer offered him another assignment May 25, 2011, which indicates it did not consider him to have quit his job or failed to follow its policy. Inasmuch as the claimant completed the contract of hire with employer and contacted the employer within three days of the end of the assignment but believed the employer was no longer going to use him, no disqualification is imposed. Benefits are allowed.

DECISION:

The May 20, 2011, reference 03, decision is affirmed. The claimant's separation from employment was for no disqualifying reason. Benefits are allowed, provided the claimant is otherwise eligible.

Julie Elder
Administrative Law Judge

Decision Dated and Mailed

je/kjw