

**IOWA WORKFORCE DEVELOPMENT
UNEMPLOYMENT INSURANCE APPEALS**

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

DANIEL B RINIKER SR
Claimant

APPEAL NO. 07A-UI-05390-AT

**ADMINISTRATIVE LAW JUDGE
DECISION**

LA LEASING INC
SEDONA STAFFING
Employer

OC: 08/06/06 R: 04
Claimant: Appellant (1)

Section 96.5-1-j – Voluntary Quit from Temporary Employment

STATEMENT OF THE CASE:

Daniel B. Riniker, Sr. filed a timely appeal from an unemployment insurance decision dated May 23, 2007, reference 03, that disqualified him for benefits. After due notice was issued, a telephone hearing was held July 20, 2007 with Mr. Riniker participating. Abby Felderman testified for the employer, Sedona Staffing, which was represented by Coleen McGuinty.

ISSUE:

Did the claimant leave work with good cause attributable to the employer?

FINDINGS OF FACT:

Having heard the testimony of the witnesses and having examined all of the evidence in the record, the administrative law judge finds: Daniel B. Riniker, Sr. was hired as a temporary employee by Sedona Staffing on January 4, 2007. When hired, he received a separate written notice advising him that he must contact Sedona Staffing within three working days after the end of each assignment to seek reassignment. The notice went on to say that if he did not, the company would treat the failure to contact it as a quit and would contest any request for unemployment insurance benefits.

Mr. Riniker's last assignment, at Generac Power Systems, ended abruptly on April 27, 2007. Account coordinator Abby Felderman advised Mr. Riniker of the end of the assignment on that day, the same day that she learned of it. Mr. Riniker did not contact Sedona Staffing prior to the close of business on the following Wednesday, May 2, 2007.

REASONING AND CONCLUSIONS OF LAW:

The question is whether the claimant's separation from employment must be treated as a quit without good cause attributable to the employer. It must.

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 evidence herein persuades the administrative law judge that Sedona Staffing has met the requirements of the statute set forth above. It also establishes that Mr. Riniker did not contact the employer within the time specified in the notice he received. Therefore, the law requires that he be disqualified for unemployment insurance benefits.

DECISION:

The unemployment insurance decision dated May 23, 2007, reference 03, is affirmed. Benefits are withheld until the claimant has worked in and has been paid wages for insured work equal to ten times his weekly benefit amount, provided he is otherwise eligible.

Dan Anderson
Administrative Law Judge

Decision Dated and Mailed

pjs/pjs