

**IOWA WORKFORCE DEVELOPMENT  
UNEMPLOYMENT INSURANCE APPEALS**

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

**VICTOR D HALL**  
Claimant

**APPEAL NO. 14A-UI-03412-JTT**

**ADMINISTRATIVE LAW JUDGE  
DECISION**

**L A LEASING INC**  
Employer

**OC: 02/23/14**  
**Claimant: Respondent (1)**

Iowa Code Section 96.5(1)(j) – Separation From Temporary Employment

**STATEMENT OF THE CASE:**

The employer filed a timely appeal from the March 21, 2014, reference 01, decision that allowed benefits to the claimant provided he was otherwise eligible and that held the employer's account could be charged for benefits in connection with an October 11, 2013, separation from the temporary employment agency. After due notice was issued, a hearing was held on April 21, 2014. Claimant Victor Hall participated. Maria Mays represented the employer and presented additional testimony through Sandy Ford. Exhibit One was received and evidence. The administrative law judge took official notice of the agency's administrative record of benefits paid to the claimant. The administrative law judge took official notice of the documents submitted for and generated in connection with the fact-finding interview, but did so for the sole purpose of determining whether the employer participated in the fact-finding interview.

**ISSUE:**

Whether the claimant's October 11, 2013 separation from the temporary employment agency was for good cause attributable to the employer.

**FINDINGS OF FACT:**

Having reviewed all of the evidence in the record, the administrative law judge finds: L A leasing, Inc., is a temporary employment agency. Victor Hall most recently performed work for L A Leasing in a full-time, temp-to-hire work assignment at Bertch Cabinets. Mr. Hall started the assignment on September 30, 2013 and completed the assignment on October 11, 2013. Mr. Hall's regular work schedule was Monday through Thursday. On October 11, 2013, Sandy Ford, L A Leasing Branch Manager, notified Mr. Hall that the assignment was done. At the time Ms. Ford spoke to Mr. Hall to let him know that the sign was done, Mr. Hall asked Ms. Ford whether the temp agency had any other work for him. Ms. Ford told Mr. Hall that she did not know and that he should give her a call back at the beginning of next week. Mr. Hall next had contact with the temp agency on Monday or Tuesday, October 14 or 15, 2013, at which time he asked Ms. Ford to investigate whether he could return to a client business for which he had performed work in August 2013. Ms. Ford agreed to look into that. Mr. Hall had a similar conversation with Ms. Ford on October 18, 2013. Ms. Ford did not document Mr. Hall's request

for a new assignment on October 11 or the contact on October 14 or 15. Ms. Ford did document the contact on October 18.

In August 2013, the employer had Mr. Hall sign an Availability Statement that obligated him to contact the temporary employment agency within three working days of the end of an assignment. The document further indicated that failure to make the required contact would lead the employer to conclude that Mr. Hall had voluntarily quit and could impact on his eligibility for unemployment insurance benefits. The policy statement appeared as a stand-alone policy. The employer provided Mr. Hall with a copy of the document he signed.

## **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.

The employer's end-of-assignment notification policy complied with the requirements of the statute. Accordingly Mr. Hall was obligated to contact employer within three working days of the end of an assignment to request a new assignment. The weight of the evidence indicates that Mr. Hall requested a new assignment on October 11, 2013, at the time the employer notified him that his assignment at Bertch Cabinets had ended. Mr. Hall satisfied his obligation to the employer under Iowa Code section 96.5 (1)(j). The October 11, 2013 separation from the temporary employment agency was for good cause attributable to the temporary employment agency. Mr. Hall is eligible for benefits provided he is otherwise eligible. The employer's account may be charged for benefits paid to Mr. Hall.

**DECISION:**

The claims deputy's March 21, 2014, reference 01, decision is affirmed. The claimant's October 11, 2013 separation from the temporary employment agency was for good cause attributable to the temporary employment agency. The claimant is eligible for benefits, provided he is otherwise eligible. The employer's account may be charged for benefits paid to the claimant.

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James E. Timberland  
Administrative Law Judge

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Decision Dated and Mailed

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