

**IOWA WORKFORCE DEVELOPMENT  
UNEMPLOYMENT INSURANCE APPEALS BUREAU**

**LEANNA L HERLEIN**  
Claimant

**L A LEASING INC**  
**% SEDONA GROUP**  
Employer

**APPEAL 17A-UI-06677-DL-T**

**ADMINISTRATIVE LAW JUDGE  
DECISION**

**OC: 07/24/16**  
**Claimant: Appellant (2)**

Iowa Code § 96.5(1)j – Voluntary Quitting – Temporary Employment

**STATEMENT OF THE CASE:**

The claimant filed an appeal from the June 21, 2017, (reference 04) unemployment insurance decision that denied benefits based upon voluntarily quitting the employment. The parties were properly notified about the hearing. A telephone hearing was held on July 19, 2017. Claimant participated. Employer participated through unemployment benefits administrator Colleen McGuinty and account manager Julie White. The administrative law judge took official notice of the administrative record, including fact-finding documents.

**ISSUE:**

Did claimant quit by not reporting for additional work assignments within three business days of the end of the last assignment?

**FINDINGS OF FACT:**

Having reviewed all of the evidence in the record, the administrative law judge finds: Claimant was employed as a temporary full-time assembler assigned at Raymond through May 19, 2017, when she was involuntarily separated from the assignment. White notified claimant by phone on the same date. Claimant said she was graduating from school (June 9) and preferred work in her field of study, medical coding and billing. She said she was not able to work second shift jobs because of night classes at school until graduation. White did not offer a job at Bridgestone. Claimant also left a voice message about seeking work on Saturday, May 20, 2017. Claimant called again on May 23<sup>1</sup> and spoke to the receptionist who said White not available but would return her call. She did not. On May 30 White called claimant to ask if she was still looking for work. Claimant told her she was and had an interview that day. White asked if she should continue to seek work for her. Claimant replied in the affirmative. White said she would wait to hear back from claimant, who brought paperwork to White on June 1, 2017.

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<sup>1</sup> Claimant testified the date was June 23, but May is consistent with her fact-finding interview statement.

## REASONING AND CONCLUSIONS OF LAW:

For the reasons that follow, the administrative law judge concludes the claimant's separation was with good cause attributable to the employer.

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. (1) 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.

(2) 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.

(3) For the purposes of this paragraph:

(a) "*Temporary employee*" means an individual who is employed by a temporary employment firm to provide services to clients to supplement their workforce during absences, seasonal workloads, temporary skill or labor market shortages, and for special assignments and projects.

(b) "*Temporary employment firm*" means a person engaged in the business of employing temporary employees.

The purpose of the statute is to provide notice to the temporary agency employer that the claimant is available for and seeking work at the end of the temporary assignment. The fact-finding interview notes from employer representative administrative assistant Amelia Leeney, was not consistent with White's first-hand testimony about communication with claimant and are not considered credible in comparison. Claimant communicated to White her desire for more work after the separation from the Raymond assignment by specifying a preference for her field of training and shift. A simple indication of those preferences does not indicate disinterest in another assignment. Further, her continued communication with the employer establishes the credibility of her desire for more work as expressed to White on May 19, 2017. Since claimant contacted the employer within three working days of the notification of the end of the assignment, requested reassignment, and there was no work available, no disqualification is imposed.

**DECISION:**

The June 21, 2017, (reference 04) unemployment insurance decision is reversed. The claimant's separation from employment was attributable to the employer. Benefits are allowed, provided she is otherwise eligible. Any benefits claimed and withheld on this basis shall be paid.

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Dévon M. Lewis  
Administrative Law Judge

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Decision Dated and Mailed

dml/rvs