

**IOWA WORKFORCE DEVELOPMENT
Unemployment Insurance Appeals Section
1000 East Grand—Des Moines, Iowa 50319
DECISION OF THE ADMINISTRATIVE LAW JUDGE
68-0157 (7-97) – 3091078 - EI**

**CHERYL A WESTBROOK
4822 MERCED
DES MOINES IA 50310**

**JACOBSON INDUSTRIAL SERVICES
1321 E EUCLID AVE
DES MOINES IA 50316**

**Appeal Number: 06A-UI-03096-CT
OC: 02/05/06 R: 02
Claimant: Appellant (2)**

This Decision Shall Become Final, unless within fifteen (15) days from the date below, you or any interested party appeal to the Employment Appeal Board by submitting either a signed letter or a signed written Notice of Appeal, directly to the **Employment Appeal Board, 4th Floor—Lucas Building, Des Moines, Iowa 50319**.

The appeal period will be extended to the next business day if the last day to appeal falls on a weekend or a legal holiday.

STATE CLEARLY

1. The name, address and social security number of the claimant.
2. A reference to the decision from which the appeal is taken.
3. That an appeal from such decision is being made and such appeal is signed.
4. The grounds upon which such appeal is based.

YOU MAY REPRESENT yourself in this appeal or you may obtain a lawyer or other interested party to do so provided there is no expense to Workforce Development. If you wish to be represented by a lawyer, you may obtain the services of either a private attorney or one whose services are paid for with public funds. It is important that you file your claim as directed, while this appeal is pending, to protect your continuing right to benefits.

(Administrative Law Judge)

(Decision Dated & Mailed)

Section 96.5(1)j – Temporary Employment

STATEMENT OF THE CASE:

Cheryl Westbrook filed an appeal from a representative's decision dated March 8, 2006, reference 04, which denied benefits based on her separation from Jacobson Industrial Services (Jacobson). After due notice was issued, a hearing was held by telephone on April 5, 2006. Ms. Westbrook participated personally. The employer participated by Liz Jerome, Account Manager.

FINDINGS OF FACT:

Having heard the testimony of the witnesses and having reviewed all of the evidence in the record, the administrative law judge finds: Ms. Westbrook began working through Jacobson on

September 15, 2005. On January 26, 2006 she began a full-time assignment with Jacobson Packaging. On February 7, she was removed from the assignment because her work pace was too slow. She was not offered a new assignment at that point. Ms. Westbrook did not contact Jacobson after February 7.

At the time of hire, Ms. Westbrook was provided with a copy of an orientation sheet. The sheet covered such topics as time sheets, reporting absences, pay dates, work schedules, and workplace safety. The document also advised that the individual had to seek reassignment within three working days of the end of an assignment.

REASONING AND CONCLUSIONS OF LAW:

At issue in this matter is whether Ms. Westbrook was separated from employment for any disqualifying reason. She was hired for placement in temporary work assignments. An individual so employed must complete the last assignment in order to avoid the voluntary quit provisions of the law. See 871 IAC 24.26(19). Ms. Westbrook completed her last assignment when her removal was requested by the client company on February 7, 2006. She did not contact Jacobson after that date. She was not required to continue seeking temporary assignments unless the provisions of Iowa Code section 96.5(1)j were satisfied.

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.

Section 96.5(1)j requires that the temporary placement firm provide written notice of the three-day reporting requirement. The law requires that the notice be on a separate document and not combined with other terms and conditions of the employment. The administrative law judge believes this requirement is to ensure that the three-day requirement is not lost in the myriad of other materials usually provided at the time of hire. In the case at hand, the three-day requirement is contained on a document that addresses other terms of the employment. The administrative law judge concludes that the notice provided to Ms. Westbrook by Jacobson does not conform to the requirements of section 96.5(1)j. Therefore, its provisions cannot form the basis of a disqualification from benefits. As such, Ms. Westbrook may not be disqualified for failing to seek reassignment within three working days of the end of her assignment on February 7, 2006.

DECISION:

The representative's decision dated March 8, 2006, reference 04, is hereby reversed. Ms. Westbrook was separated from Jacobson for no disqualifying reason. Benefits are allowed, provided she satisfies all other conditions of eligibility.

cfc/tjc