

**IOWA WORKFORCE DEVELOPMENT  
UNEMPLOYMENT INSURANCE APPEALS BUREAU**

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

**MELVIN J BANKS**  
Claimant

**APPEAL NO. 18A-UI-08666-S1-T**

**ADMINISTRATIVE LAW JUDGE  
DECISION**

**L A LEASING INC**  
Employer

**OC: 07/08/18**  
**Claimant: Appellant (1R)**

Section 96.5-1-j – Separation from Temporary Employer

**STATEMENT OF THE CASE:**

Melin Banks (claimant) appealed a representative's August 6, 2018, decision (reference 03) that concluded he was not eligible to receive unemployment insurance benefits due to his separation from work with L A Leasing (employer). After hearing notices were mailed to the parties' last-known addresses of record, a telephone hearing was held on September 6, 2018. The claimant participated personally. The employer participated by Colleen McGuinty, Unemployment Insurance Administrator. The claimant offered and Exhibit A was received into evidence. The employer offered and Exhibit 1 was received into evidence.

**ISSUE:**

The issue is whether the claimant was separated from employment for any disqualifying reason.

**FINDINGS OF FACT:**

The administrative law judge, having heard the testimony and considered all of the evidence in the record, finds that: The employer is a temporary employment service. The claimant performed services off and on from May 16, 2011, through July 5, 2018. He signed a document on May 29, 2018, indicating he was to contact the employer within three working days following the completion of an assignment to request placement in a new assignment. The document did indicate the consequences of a failure to notify the employer. The claimant was given a copy of the document which was separate from the contract for hire. The claimant completed his last assignment the morning of July 5, 2018, and immediately went to the employer's receptionist to seek reassignment. The receptionist did not have the claimant sign a log-in document. No work was available but she said she would notify the claimant after checking with a particular company. The claimant called the employer seeking reassignment the afternoon of July 5, 2018, and twice on July 6, 2018. No work was available.

Soon after, he found work with People Ready. The claimant filed for unemployment insurance benefits with an effective date of July 8, 2018. On July 16, 2018, the employer called the claimant. It left a message offering him work. On August 15, 2018, the claimant called the employer wanting his account to be inactive because he was on disability. He was not allowed to earn over \$1,200.00 per month.

## REASONING AND CONCLUSIONS OF LAW:

For the reasons that follow the administrative law judge concludes the claimant was not separated from employment for a disqualifying reason.

Iowa Code section 96.5(1)j provides:

An individual shall be disqualified for benefits, regardless of the source of the individual's wage credits:

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.

Under the Iowa Code the employer must advise the claimant of the three day notice requirement and give the claimant a copy of that requirement. The notice requirement must be separate from the contract for hire. The employer followed the requirements of the code. Likewise, the claimant satisfied the requirements of the code and requested reassignment. No work was available. Benefits are allowed, provided the claimant is otherwise eligible.

The matter of whether the claimant is able and available for work is remanded for determination.

**DECISION:**

The representative's August 6, 2018, decision (reference 03) is reversed. Benefits are allowed, provided the claimant is otherwise eligible.

The matter of whether the claimant is able and available for work is remanded for determination.

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Beth A. Scheetz  
Administrative Law Judge

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Decision Dated and Mailed

bas/rvs