

**IOWA WORKFORCE DEVELOPMENT  
UNEMPLOYMENT INSURANCE APPEALS**

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

**CIARA C REDDING**  
Claimant

**APPEAL NO. 12A-UI-06987-JTT**

**ADMINISTRATIVE LAW JUDGE  
DECISION**

**L A LEASING INC  
SEDONA STAFFING**  
Employer

**OC: 01/08/12**  
**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 June 11, 2012, reference 02, decision that allowed benefits in connection with a September 1, 2011 separation. After due notice was issued, a hearing was held on July 9, 2012. Claimant Ciara Redding did not respond to the hearing notice instructions to provide a telephone number for the hearing and did not participate. Chad Baker represented the employer and presented additional testimony through Anna Weber. Exhibit One was received into evidence.

**ISSUE:**

Whether the claimant's 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: The employer is a temporary employment agency. Ciara Redding last performed work for the employer in a temporary work assignment at the Target Distribution Center in Cedar Falls. Ms. Redding started the assignment on August 30, 2011 and last performed work in the assignment on September 1, 2011. Ms. Redding performed 20 hours of labor in the assignment. The L.A. Leasing, Inc./Sedona Staffing Branch Manager with whom Ms. Redding interacted in August and September 2011 is no longer with the employer. The employer's only record of contact between Ms. Redding and the employer are notes kept by the former Branch Manager. The employer's written record does not reflect any contact between the parties after September 1, 2011.

The employer has a written policy that obligated the claimant to contact the employer to request a new assignment within three working days of the end of an assignment. The policy is set forth as a single policy on a separate document. The policy was signed by the claimant.

## 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 has not presented testimony from anyone with firsthand knowledge of the particulars of Ms. Redding's employment or contact with the employer in August and September 2011. There is insufficient evidence in the record to establish that the employer's written documentation concerning the employment relationship is an accurate or complete record. There is insufficient evidence in the record to establish that the claimant voluntarily quit the assignment or that she failed to make timely contact with the employer to request a new assignment. Based on the evidence in the record and application of the appropriate law, the administrative law judge concludes that Ms. Redding's September 1, 2011 separation from the temporary employment agency was for good cause attributable to the temporary employment agency. Ms. Redding is eligible for benefits provided she is otherwise eligible. The employer's account may be charged for benefits paid to Ms. Redding.

**DECISION:**

The Agency representative's June 11, 2012, reference 02, decision is affirmed. The claimant's September 1, 2011 separation from the temporary employment agency was for good cause attributable to the temporary employment agency. The claimant is eligible for benefits, provided she 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

jet/pjs