

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

SHARON L GRIER
2201 REGAL AVE
WATERLOO IA 50702

WESTSTAFF USA INC
c/o EMPLOYMENT TAX CONSULTING
#204
440 W COLORADO ST
GLENDALE CA 91204

Appeal Number: 04A-UI-09264-HT
OC: 07/11/04 R: 03
Claimant: Respondent (1)

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 – Quit/Temporary

STATEMENT OF THE CASE:

The employer, Weststaff, filed an appeal from a decision dated August 20, 2004, reference 02. The decision allowed benefits to the claimant, Sharon Grier. After due notice was issued a hearing was held by telephone conference call on September 21, 2004. The claimant did not provide a telephone number where she could be contacted and did not participate. The employer participated by Branch Supervisor Vickie Matthias.

FINDINGS OF FACT:

Having heard the testimony of the witness and having examined all of the evidence in the record, the administrative law judge finds: Sharon Grier was employed by Weststaff from

May 20 until June 22, 2004. She was assigned at Omega Cabinets during this time. On June 21, 2004, the customer contacted Weststaff and requested the claimant be removed from the assignment. Ms. Grier was notified of this and the next day went to the Weststaff office and requested a new assignment, but nothing was available.

REASONING AND CONCLUSIONS OF LAW:

The issue is whether the claimant is disqualified. The judge concludes she is not.

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.

The claimant's fact-finding statement, which was read into the record, indicated she had contacted the employer the day after her assignment at Omega ended. The employer's witness had no first-hand knowledge of the events as she was not employed by Weststaff at the same time the claimant was and relied on notes made by previous employees. The claimant's assertion she did contact the employer within three days of the end of her assignment has not been competently rebutted by the employer. Disqualification may not be imposed.

DECISION:

The representative's decision of August 20, 2004, reference 02, is affirmed. Sharon Grier is qualified for benefits provided she is otherwise eligible.

bgh/s