

**IOWA WORKFORCE DEVELOPMENT
UNEMPLOYMENT INSURANCE APPEALS**

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

ALYSSA MALLOY
Claimant

APPEAL NO: 15A-UI-03975-ET

**ADMINISTRATIVE LAW JUDGE
DECISION**

L A LEASING INC
Employer

OC: 03/01/15
Claimant: Respondent (1)

Section 96.5(1) – Voluntary Leaving
871 IAC 24.26(19 & 22) – Voluntary Leaving
Section 96.5-1-j – Reassignment from Employer

STATEMENT OF CASE:

The employer filed a timely appeal from the March 20, 2015, reference 01, decision that allowed benefits to the claimant. After due notice was issued, a hearing was held by telephone conference call before Administrative Law Judge Julie Elder on May 6, 2015. The claimant participated in the hearing. Maria Mays, Risk Management Administrative Assistant; Julie White, Account Manager; and Annette Miranda, Administrative Assistant, participated in the hearing on behalf of the employer. Employer's Exhibit One was admitted into evidence.

ISSUE:

The issue is whether the claimant voluntarily left his employment and whether she sought reassignment from the employer.

FINDINGS OF FACT:

Having reviewed all of the evidence in the record, the administrative law judge finds: The claimant was employed as a full-time customer service representative for L A Leasing last assigned to Bridgestone Bandag from May 13, 2013 to March 4, 2015. The claimant's assignment ended due to her attendance. Her daughter was ill and she called the client and provided doctor's notes for each of her absences. At the beginning of February 2015 the claimant's supervisor at Bridgestone told her doctor's notes were "just excuses" and would no longer be accepted.

On March 4, 2015, she contacted her supervisor at Bridgestone at 6:30 a.m. to state she would be late because her daughter had chicken pox and could not go to daycare so the claimant was waiting for her mother to get off work to watch her daughter. Her supervisor told her not to come in and not to worry about it. Around 11:30 a.m. the employer called the claimant and left her a message notifying her that her assignment was terminated. The claimant called back and asked if she could be placed on the list for further assignments in conformance with the employer's Availability Statement which requires employees to contact the employer within three working days of the completion of an assignment (Employer's Exhibit One).

REASONING AND CONCLUSIONS OF LAW:

For the reasons that follow, the administrative law judge concludes the claimant's separation was not disqualifying.

Iowa Code § 96.5-1 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.

Iowa Code § 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 assignment was ended because of her attendance record. However, her absences were due to the illness of her daughter and were, as far as the claimant knew, properly reported when she contacted Bridgestone to notify it she would be absent. She was not aware she was also to notify the employer of her absences as well. She provided doctor's notes for each of her absences.

The remaining issue is whether the claimant sought further assignment from the employer. The administrative law judge found her testimony that she asked to be placed on the list to be called for further assignments when she returned the employer's call about the end of her assignment March 4, 2015, credible.

Under these circumstances, the administrative law judge concludes the claimant's assignment was ended for no disqualifying reason and she sought further assignment with the employer within three business days of the completion of her assignment. Therefore, benefits are allowed.

DECISION:

The March 20, 2015, reference 01, decision is affirmed. Benefits are allowed, provided the claimant is otherwise eligible.

Julie Elder
Administrative Law Judge

Decision Dated and Mailed

je/pjs