

**IOWA WORKFORCE DEVELOPMENT
UNEMPLOYMENT INSURANCE APPEALS**

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

CHRISTINE M OVERSTREET
Claimant

APPEAL NO. 09A-UI-00984-S2

**ADMINISTRATIVE LAW JUDGE
DECISION**

**L A LEASING INC
SEDONA STAFFING**
Employer

**OC: 02/10/08
Claimant: Respondent (1)**

Section 96.5-1-j – Separation from Temporary Employer

STATEMENT OF THE CASE:

L A Leasing (employer) appealed a representative's January 16, 2009 decision (reference 04) that concluded Christine Overstreet (claimant) was eligible to receive unemployment insurance benefits based on her separation from work. After hearing notices were mailed to the parties' last-known addresses of record, a telephone hearing was scheduled for April 27, 2009. The claimant participated personally. The employer participated by Colleen McGuinty, Unemployment Benefits Administrator.

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 from October 16, 2006, through October 24, 2008. She signed a document on October 11, 2006, indicating that she was to contact the employer within three days following the completion of an assignment to request placement in a new assignment. The claimant was given a copy of the document which was part of the contract for hire.

In July 2008, the claimant was assigned to work at Worley's as a full-time assembler. On October 24, 2008, the claimant asked her supervisor at Worley's if there was any other work to perform besides breaking down boxes. The supervisor told the claimant she was not needed anymore because she asked the question. The claimant left work and sought reassignment from the employer immediately. No work was available.

REASONING AND CONCLUSIONS OF LAW:

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

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.

As an employee of a temporary service, the employer must advise the claimant of a three-day notice requirement and give the claimant a copy of that requirement. The notice requirement cannot be a part of the contract for hire. The employer did give the claimant a copy notice requirement that was part of a contract for hire. The employer has, therefore, failed to satisfy the requirements of Iowa Code section 96.5-1-j. Even though the employer did not provide the claimant with a stand-alone notice, the claimant did follow the instructions in the notice by seeking reassignment on the same day her assignment ended. Benefits are allowed.

DECISION:

The representative's January 16, 2009 decision (reference 04) is affirmed. The claimant was separated from the employer for good cause attributable to the employer. The claimant is eligible to receive unemployment insurance benefits.

Beth A. Scheetz
Administrative Law Judge

Decision Dated and Mailed

bas/css