

**IOWA WORKFORCE DEVELOPMENT  
UNEMPLOYMENT INSURANCE APPEALS**

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

**DANACA M EDWARDS**  
Claimant

**APPEAL NO. 14A-UI-03410-JTT**

**ADMINISTRATIVE LAW JUDGE  
DECISION**

**L A LEASING INC**  
Employer

**OC: 02/23/14**  
**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 March 21, 2014, reference 02, decision that allowed benefits to the claimant provided she was otherwise eligible and that held the employer's account could be charged for benefits in connection with a September 28, 2013 separation from the temporary employment agency. After due notice was issued, a hearing was held on April 21, 2014. Claimant Danaca Edwards participated. Colleen McGuinty represented the employer and presented additional testimony through Kathy Hutchinson. Exhibits One and Two were received and evidence. The administrative law judge took official notice of the agency's administrative record of benefits paid to the claimant. The administrative law judge took official notice of the documents submitted for and generated in connection with the fact-finding interview, but did so for the sole purpose of determining whether the employer participated in the fact-finding interview.

**ISSUE:**

Whether the claimant's separation from the temporary employment agency on or about September 23, 2013, 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: L A Leasing, Inc., is a temporary employment agency. Danaca Edwards performed work for L A Leasing in a full-time, temp-to-hire work assignment at Orbis in Montecello. Ms. Edwards started the assignment in August 2013 and last performed work in the assignment on September 23, 2013. On September 26, 2013, Kathy Hutchinson, L A Leasing Area Manager, notified Ms. Edwards that the assignment was done. At the time Ms. Hutchinson spoke to Ms. Edwards to let her know that the assignment was done, Ms. Edwards asked Ms. Hutchinson whether the temp agency had any other work for her. Ms. Hutchinson told Ms. Edwards that she did not have anything else for her at that time. The next day, Ms. Edwards contacted Ms. Hutchinson to ask whether client business Polo might have an assignment for her. Ms. Hutchinson agreed to send Ms. Edwards information to that company. A couple days later, Ms. Edwards again contacted L A Leasing and was told by a representative that there was no work available for Ms. Edwards. Ms. Edwards made one more follow-up call

with Ms. Hutchinson, who said she had not yet heard from the representative of Polo, but would let Ms. Edwards know if she did.

In August 2013, the employer had Ms. Edwards sign an Availability Statement that obligated her to contact the temporary employment agency within three working days of the end of an assignment. The document further indicated that failure to make the required contact would lead the employer to conclude that Ms. Edwards had voluntarily quit and could impact on her eligibility for unemployment insurance benefits. The policy statement appeared as a stand-alone policy. The employer provided Ms. Edwards with a copy of the document she signed.

## **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's end-of-assignment notification policy complied with the requirements of the statute. Accordingly, Ms. Edwards was obligated to contact employer within three working days of the end of an assignment to request a new assignment. The weight of the evidence indicates that Ms. Edwards requested a new assignment on September 26, 2013, at the time the employer notified her that her assignment at Orbis had ended. Ms. Edwards satisfied her obligation to the employer under Iowa Code section 96.5 (1)(j). The September 23, 2013, separation from the temporary employment agency was for good cause attributable to the temporary employment agency. Ms. Edwards is eligible for benefits provided she is otherwise eligible. The employer's account may be charged for benefits paid to Ms. Edwards.

**DECISION:**

The claims deputy's March 21, 2014, reference 02, decision is affirmed. The claimant's September 26, 2013 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/css