

**IOWA WORKFORCE DEVELOPMENT
UNEMPLOYMENT INSURANCE APPEALS**

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

JUDITH A JOHNSON
Claimant

APPEAL NO. 13A-UI-02346-HT

**ADMINISTRATIVE LAW JUDGE
DECISION**

**LA LEASING
SEDONA STAFFING**
Employer

**OC: 09/18/11
Claimant: Respondent (1)**

Section 96.5(1)j – Quit/Temporary

STATEMENT OF THE CASE:

The employer, Sedona, filed an appeal from a decision dated September 21, 2012, reference 04. The decision allowed benefits to the claimant, Judith Johnson. After due notice was issued a hearing was held by telephone conference call on March 26, 2013. The claimant participated on her own behalf. The employer participated by Workers' Compensation Administrator Chad Baker and Area Manager Kathy Hutchinson.

ISSUE:

The issue is whether the claimant quit work with good cause attributable to the employer.

FINDINGS OF FACT:

Judith Johnson began working for Sedona on June 4, 2012. Due to medical problems she missed 13 days of work between the start date and August 24, 2012. The client notified Sedona it wished to end Ms. Johnson's assignment and she was notified by Area Manager Kathy Hutchinson on that same day. The claimant asked for another assignment during that phone call and also on August 27, 2012.

The employer considers her to still be an employee available for assignment.

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.

The claimant's assignment ended and she did request more work within three days of the end of the assignment. Under the provisions of the above Administrative Code section, she did not voluntarily quit and disqualification may not be imposed.

DECISION:

The representative's decision of September 21, 2012, reference 04, is affirmed. Judith Johnson is qualified for benefits, provided she is otherwise eligible.

Bonny G. Hendricksmeier
Administrative Law Judge

Decision Dated and Mailed

bgh/pjs