

**IOWA WORKFORCE DEVELOPMENT
UNEMPLOYMENT INSURANCE APPEALS**

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

ABDOU DIARRA
Claimant

**L A LEASING INC
SEDONA STAFFING**
Employer

APPEAL NO: 13A-UI-11779-ST

**ADMINISTRATIVE LAW JUDGE
DECISION**

**OC: 09/15/13
Claimant: Respondent (1)**

Section 96.5-1-J – Voluntary Quit/Assignment Completion
Section 96.5-2-a – Discharge

STATEMENT OF THE CASE:

The employer appealed a department decision dated October 15, 2013, reference 01, that held he was not discharged for misconduct on September 16, 2013, and benefits are allowed. A telephone hearing was held on November 13, 2013. The claimant participated. Maria Mays, Risk Management Assistant, and Julie White, Account Manager, participated for the employer. Employer Exhibit 1 was received as evidence.

ISSUE:

Whether the claimant voluntarily quit without good cause attributable to the employer.

FINDINGS OF FACT:

The administrative law judge having heard the witness testimony and having considered the evidence in the record finds: The employer is a temporary employment firm. The claimant first worked for the employer on an assignment beginning December 3, 2010. He began his most recent assignment on April 7, 2013 at Plastic Products working as a full-time injection molder.

Claimant worked the third shift from 11:00 p.m. to 7:00 a.m. weekly. He was subject to posted mandatory overtime for weekends. He was asked if he wanted to work overtime September 13/14 and he declined. Claimant denies he was required to work it.

Claimant worked his third shift for September 15/16. An HR person from Plastic Products called the employer on Monday September 16 ending claimant's work assignment because he was a no-call/no-show for mandatory overtime September 13/14. The employer called claimant to tell him not to report to work because his assignment had ended. The employer did not offer claimant further work at that time but it did contact him about work assignment availability on October 30 and November 4.

REASONING AND CONCLUSIONS OF LAW:

Iowa Code section 96.5-2-a provides:

An individual shall be disqualified for benefits:

2. Discharge for misconduct. If the department finds that the individual has been discharged for misconduct in connection with the individual's employment:

a. The individual shall be disqualified for benefits until the individual has worked in and has been paid wages for insured work equal to ten times the individual's weekly benefit amount, provided the individual is otherwise eligible.

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 administrative law judge concludes employer failed to establish claimant was discharged for misconduct on September 16, 2013. The voluntary quit notification employer policy and law does not apply as claimant did not complete his work assignment at Plastic Products, he was terminated.

Claimant disputes he was required to work mandatory overtime for September 13/14 and the employer failed to offer a witness or witness statement from a person who required him to do so. It did not offer a work schedule showing claimant was scheduled for the overtime. Job disqualifying misconduct is not established.

DECISION:

The department decision dated October 15, 2013, reference 01, is affirmed. The claimant was not discharged for misconduct on September 16, 2013. Benefits are allowed, provided the claimant is otherwise eligible.

Randy L. Stephenson
Administrative Law Judge

Decision Dated and Mailed

rls/pjs