

**IOWA WORKFORCE DEVELOPMENT
UNEMPLOYMENT INSURANCE APPEALS**

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

JESSIKA N CHESMORE
Claimant

APPEAL NO. 13A-UI-13107-NT

**ADMINISTRATIVE LAW JUDGE
DECISION**

**L A LEASING INC
SEDONA STAFFING**
Employer

OC: 06/09/13
Claimant: Respondent (1)

Section 96.5-1- j - Voluntary Leaving - Temporary Assignment

STATEMENT OF THE CASE:

L A Leasing, Inc. filed a timely appeal from a representative's decision dated November 19, 2013, reference 03, which held claimant eligible to receive unemployment insurance benefits. After due notice was provided, a telephone hearing was held on December 17, 2013. The claimant participated personally. Participating for the employer were Ms. Colleen McGuinty, Unemployment Insurance Administrator and Ms. Megan Francis, Account Coordinator. Employer's Exhibit A was received into evidence.

ISSUE:

At issue is whether the claimant's separation from the temporary employment agency 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: The claimant was employed by the captioned temporary employment service from September 20, 2013 until October 15, 2013. Ms. Chesmore was assigned to work as an injection molder at the Plastic Products Company. The claimant was employed full time during the duration of the assignment and was paid by the hour. The claimant's contact persons at Sedona Staffing were Ms. Megan Francis and Julie (last name unknown).

At the time that Ms. Chesmore accepted employment with Sedona Staffing she signed an agreement to contact the temporary employment service within three working days after the completion of each work assignment to give the temporary employer notice of her availability for additional work. The agreement was on a separate piece of paper and informed the claimant that failure to do so might be considered to be a voluntary quit and might affect her unemployment insurance benefits.

On October 15, 2013, Ms. Chesmore was informed by an employee of Sedona Staffing that the assignment at Plastic Products had ended. The following day, October 16, 2013,

Ms. Chesmore visited the Sedona Staffing facility in person and inquired about work while turning her keycard and other company equipment.

It is the employer's belief that Ms. Chesmore did not adequately contact the temporary employment service within three working days as required, because company records do not reflect that the claimant had called or checked in to establish her availability.

REASONING AND CONCLUSIONS OF LAW:

For the reasons that follow, the administrative law judge concludes that the claimant voluntarily left employment with good cause attributable to the employer.

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 purpose of the statute is to provide notice to the temporary agency employer that the claimant is available for work at the conclusion of each temporary assignment so they may be reassigned and continue working. In this case the employer had notice of the claimant's availability because they notified her of the end of the assignment. The claimant also testified

with specificity that she personally went to the temporary employment service's offices the following day for the purpose of seeking work and turning in company equipment. The administrative law judge finds the claimant to be a credible witness and finds that her testimony is not inherently improbable.

For the reasons stated herein the administrative law judge concludes that the weight of evidence is established in favor of the claimant. The employer had notice of the claimant's availability within three working days of the end of her last work assignment. Benefits are allowed providing the claimant is otherwise eligible.

DECISION:

The representative's decision dated November 19, 2013, reference 03, is affirmed. The claimant left employment with good cause attributable to the employer. Unemployment insurance benefits are allowed, providing the claimant meets all other eligibility requirements of Iowa law.

Terence P. Nice
Administrative Law Judge

Decision Dated and Mailed

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