

IOWA WORKFORCE DEVELOPMENT
Unemployment Insurance Appeals Section
1000 East Grand—Des Moines, Iowa 50319
DECISION OF THE ADMINISTRATIVE LAW JUDGE
68-0157 (7-97) – 3091078 - EI

AMOS W CHANCHAN JR
#4
76 MULBERRY ST
WATERLOO IA 50703

WESTSTAFF USA INC
C/o EMPLOYMENT TAX CONSULTING
#204
440 W COLORADO ST
GLENDALE CA 91204

Appeal Number: 04A-UI-09549-HT
OC: 10/19/04 R: 03
Claimant: Respondent (1-R)

This Decision Shall Become Final, unless within fifteen (15) days from the date below, you or any interested party appeal to the Employment Appeal Board by submitting either a signed letter or a signed written Notice of Appeal, directly to the **Employment Appeal Board, 4th Floor—Lucas Building, Des Moines, Iowa 50319.**

The appeal period will be extended to the next business day if the last day to appeal falls on a weekend or a legal holiday.

STATE CLEARLY

1. The name, address and social security number of the claimant.
2. A reference to the decision from which the appeal is taken.
3. That an appeal from such decision is being made and such appeal is signed.
4. The grounds upon which such appeal is based.

YOU MAY REPRESENT yourself in this appeal or you may obtain a lawyer or other interested party to do so provided there is no expense to Workforce Development. If you wish to be represented by a lawyer, you may obtain the services of either a private attorney or one whose services are paid for with public funds. It is important that you file your claim as directed, while this appeal is pending, to protect your continuing right to benefits.

(Administrative Law Judge)

(Decision Dated & Mailed)

Section 96.5-1-j – Quit/ Temporary

STATEMENT OF THE CASE:

The employer, Weststaff, filed an appeal from a decision dated August 25, 2004, reference 05. The decision allowed benefits to the claimant, Amos Chanchan. After due notice was issued a hearing was held by telephone conference call on September 28, 2004. The claimant participated on his own behalf. The employer participated by Placement Consultant Marcy Landswerk.

FINDINGS OF FACT:

Having heard the testimony of the witnesses and having examined all of the evidence in the record, the administrative law judge finds: Amos Chanchan began employment with Weststaff

on June 1, 2004. His first assignment was at Omega and the client company requested his removal on July 18, 2004. He was notified of this by Placement Consultant Andrea Bauer and the claimant immediately requested another assignment. None was available at that time but he was eventually offered another assignment on July 26, 2004.

Mr. Chanchan is considered to have been separated from his employment with Weststaff effective August 15, 2004, but this separation has not been adjudicated.

REASONING AND CONCLUSIONS OF LAW:

The issue is whether the claimant is disqualified. The judge concludes he is not.

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 with Omega had concluded effective July 18, 2004, and he immediately requested another assignment. He has fulfilled the requirements of the above Code section and disqualification may not be imposed.

The issue of his subsequent separation from Weststaff should be remanded for adjudication.

DECISION:

The representative's decision of August 25, 2004, reference 05, is affirmed. Amos Chanchan is qualified for benefits provided he is otherwise eligible.

The issue of the claimant's separation from employment with Weststaff on or about August 15, 2004, is remanded to the Claims Section for determination.

bgh/s