

**IOWA WORKFORCE DEVELOPMENT
UNEMPLOYMENT INSURANCE APPEALS BUREAU**

TAMARA J PALUMBO
Claimant

TEAM STAFFING SOLUTIONS INC
Employer

APPEAL 15A-UI-05756-EC-T
**ADMINISTRATIVE LAW JUDGE
DECISION**

OC: 04/26/15
Claimant: Appellant (1)

Iowa Code §96.5(1) – Voluntary Quit
Iowa Code §96.5(1)j – Temporary Employment Firm Employee

STATEMENT OF THE CASE:

The claimant/appellant, Tamara Palumbo, filed an appeal from the May 12, 2015, (reference 01) unemployment insurance decision that denied benefits based upon a voluntary quit. The parties were properly notified of the hearing. A telephone hearing was held on June 15, 2015. The claimant participated. The employer, Team Staffing Solutions Inc., participated through Sarah C. Fiedler, HR Generalist. The employer submitted exhibits which were labeled as Exhibits E1-E3 and were admitted into the record without objection.

ISSUE:

Whether the separation from employment was a voluntary quit with or without good cause attributable to the employer.

FINDINGS OF FACT:

Having reviewed all of the evidence in the record, the administrative law judge finds: Claimant was employed through Team Staffing Solutions Inc., a temporary staffing agency. In her most recent assignment, she worked full-time as an assembly worker from October 6, 2014, until this temporary assignment at Winegard ended on April 16, 2015. The work she was doing was considered to be completed and her assignment ended due to attendance issues.

On April 20, 2015, at about 1:52 p.m., the on-site Team Staffing Solutions Inc. administrator called the claimant to notify her that her assignment at Winegard had ended. He left a voice mail message for her. She did not return this call. She did not make any attempt to contact Team Staffing Solutions Inc after she received the voice mail message on April 20, 2015. (Exhibit E2; Fiedler testimony; Palumbo testimony)

The claimant received and signed a form entitled “Notification Requirement Availability for Work Assignments” on September 30, 2014. (Exhibit E1) This form included the requirement that she must contact the staffing company and request placement within three days of completing her last assignment or she would be deemed a voluntary quit. (Exhibit E1)

The claimant asserted that she called another person with the employer on April 20, 2015, at 4:00 a.m. to report that she was sick and would not be working that day. The claimant left a voice message for that person. She admitted that she did not contact anyone at the employer temporary staffing agency after that early morning call.

REASONING AND CONCLUSIONS OF LAW:

For the reasons that follow, the administrative law judge concludes the claimant voluntarily left the employment without good cause attributable to the employer. Benefits are denied.

Iowa Code § 96.5-1 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.

Iowa Code § 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.

Iowa Admin. Code r. 871-24.26(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 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. The plain language of the statute allows benefits for a claimant “who notifies the temporary employment firm of completion of an employment assignment *and* who seeks reassignment.” (Emphasis supplied.)

In this case, the pertinent facts are undisputed. The employer had notice of the claimant’s potential availability because the employer notified her that her assignment had ended. She did not request another assignment. She did not contact the employer, a temporary staffing agency, within three days after her assignment ended. In fact, she did not contact the temporary staffing agency at all after her assignment ended on April 20, 2015. She did not comply with the statutory requirements. Benefits are denied.

DECISION:

The May 12, 2015, (reference 01) unemployment insurance decision is affirmed. The claimant’s separation was not attributable to the employer. Benefits are withheld until such time as she works in and has been paid for wages equal to ten times her weekly benefit amount, provided she is otherwise eligible.

Emily Gould Chafa
Administrative Law Judge

Decision Dated and Mailed

ec/pjs