

**IOWA WORKFORCE DEVELOPMENT
UNEMPLOYMENT INSURANCE APPEALS**

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

DEREK J MORRIS
Claimant

APPEAL NO. 11A-UI-03420-JTT

**ADMINISTRATIVE LAW JUDGE
DECISION**

MASTERTSON PERSONNEL INC
Employer

OC: 11/14/10
Claimant: Appellant (2)

Section 96.5(1)(j) – Separation From Temporary Employment

STATEMENT OF THE CASE:

Derek Morris filed a timely appeal from the March 14, 2011, reference 03, decision that denied benefits. After due notice was issued, a hearing was held on April 8, 2011. Mr. Morris participated and presented additional testimony through Stacy Morris. Jim Robertson represented the employer. Exhibit One was received into evidence.

ISSUE:

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 employer is a temporary employment agency. Derek Morris performed work for the employer in one temporary, full-time work assignment at RR Donnelly. Mr. Morris last performed work in the assignment on Friday, January 28, 2011. Mr. Morris completed the assignment. On Monday, January 31, 2011, Jennifer Frazier from Mastertson Personnel's Rochester office notified Mr. Morris that the assignment had ended because the client's business had slowed. Ms. Frazier initially spoke with Stacie Morris, Mr. Morris' common law wife, because Mr. Morris had stepped out. When Mr. Morris returned home and learned of the call, Mr. Morris telephoned Ms. Frazier for clarification. Ms. Frazier told Mr. Morris that he had been laid off, but that the client would be happy to have him return and perform work in the future. Mr. Morris told Ms. Frazier that he was still looking for work. Ms. Frazier directed Mr. Morris to call in each week to check on whether the employer had additional work for him.

The employer has a written end-of-assignment notification policy. The policy appears as a stand-alone policy set forth on a separate document. Mr. Morris signed the policy and received a copy of the policy. The policy obligated Mr. Morris to contact the employer within three working days of the end of an assignment to avoid being deemed a voluntary quit. While the document indicated Mr. Morris was to contact the employer's Charles City office, that office was only open on Wednesdays. In addition, the employer had provided him with a business card that contained contact information for the employer's Rochester office.

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.

871 IAC 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 evidence in the record establishes that the employer notified Mr. Morris on January 31, 2011 that his assignment had ended and that Mr. Morris contacted the employer that same day to indicate that he was available for additional work. Mr. Morris' separation from the temporary employment agency was for good cause attributable to the temporary employment agency. Mr. Morris is eligible for benefits, provided he is otherwise eligible. The employer's account may be charged for benefits paid to Mr. Morris.

DECISION:

The Agency representative's March 14, 2011, reference 03, decision is reversed. The claimant's January 31, 2011 separation from the temporary employment agency was for good cause attributable to the temporary employment agency. The claimant is eligible for benefits, provided he is otherwise eligible. The employer's account may be charged for benefits paid to the claimant.

James E. Timberland
Administrative Law Judge

Decision Dated and Mailed

jet/kjw