

**IOWA WORKFORCE DEVELOPMENT  
UNEMPLOYMENT INSURANCE APPEALS**

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

**GRACIA P STAFFORD**  
Claimant

**APPEAL NO. 07A-UI-07051-DT**

**ADMINISTRATIVE LAW JUDGE  
DECISION**

**WESTAFF USA INC**  
Employer

**OC: 12/31/06 R: 03  
Claimant: Respondent (1)**

Section 96.5-1-j – Temporary Employment  
871 IAC 24.26(19) – Temporary Employment  
Section 96.7-2-a(2) – Charges Against Employer’s Account

**STATEMENT OF THE CASE:**

Westaff USA, Inc. (employer) appealed a representative’s July 11, 2007 decision (reference 03) that concluded Gracia P. Stafford (claimant) was qualified to receive unemployment insurance benefits after a separation from employment. After hearing notices were mailed to the parties’ last-known addresses of record, a telephone hearing was held on August 13, 2007. The claimant participated in the hearing. Vickey Matthias appeared on the employer’s behalf. Based on the evidence, the arguments of the parties, and the law, the administrative law judge enters the following findings of fact, reasoning and conclusions of law, and decision.

**ISSUE:**

Was there a disqualifying separation from employment?

**FINDINGS OF FACT:**

The employer is a temporary staffing agency. The claimant began taking assignments through the employer on August 31, 2006. Her final assignment began on March 27, 2007. She worked full time as a production worker at the employer’s cabinet manufacturing business client.

The claimant initially worked at the business client’s Jesup, Iowa, location. At that site she worked Monday through Friday beginning at 6:30 a.m. until done. Her last day working at that business site was May 31. The work at the Jesup site had been increasing so that she was working up to 12 hours per day; the management at that site had recently announced that the crew would begin working seven days per week, 12 hours per day. The claimant had a problem with this projection in increased hours due to childcare. She inquired of the employer if she could be shifted to another area which would not have the same increase in hours.

It was arranged between the claimant, the employer, and the business client that the claimant would be shifted to the business client’s Waterloo, Iowa, location, to which the claimant reported and began working on June 4. Her schedule there was to be Monday through Friday, 6:00 a.m. to 2:00 p.m. She likewise reported and worked at the Waterloo site on June 5. However, at the end of the day that day the business client management at that site informed the claimant and other temporary employment agency employees working at the site that there was not sufficient

business at that site to keep the temporary employees working, so they were all to report the next day, June 6, to the business client's Jesup worksite. The claimant then contacted the employer and reported this development, again noting that this would be a problem given the expected increase in hours at that site.

On June 6, the claimant did go to the Jesup worksite at 6:30 a.m. However, when she sought to report in for work the manager at that worksite saw her and told her that since she had already been transferred away from the worksite once, he did not need her to work there then, that he had no spot for her anymore. Later that day the claimant contacted the employer and advised it as to the development, reasserting that it would not really have worked for her to try to work the expected hours at that site regardless.

The claimant established an unemployment insurance benefit year effective December 31, 2006. She filed an additional claim effective June 3, 2007.

### **REASONING AND CONCLUSIONS OF LAW:**

The essential question in this case is whether there was a disqualifying separation from employment.

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.

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 § 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 § 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.

Here, the claimant informed the employer that the business client had ended the assignment at the Waterloo worksite and would not allow her to return to the Jesup worksite; it considered the claimant's assignment to have been completed. Regardless of whether the claimant would have eventually quit the assignment had returning to the work at the Jesup site have been made available to her, she ultimately did not have the option to make that decision; the separation is deemed to be completion of temporary assignment and not a voluntary leaving. Benefits are allowed, if the claimant is otherwise eligible.

The final issue is whether the employer's account is subject to charge. An employer's account is only chargeable if the employer is a base period employer. Iowa Code § 96.7. The base period is "the period beginning with the first day of the five completed calendar quarters immediately preceding the first day of an individual's benefit year and ending with the last day of the next to the last completed calendar quarter immediately preceding the date on which the individual filed a valid claim." Iowa Code § 96.19-3. The claimant's base period began April 1, 2005 and ended March 31, 2006. The employer did not employ the claimant during this time and, therefore, the employer is not currently a base period employer and its account is not currently chargeable for benefits paid to the claimant.

**DECISION:**

The representative's July 11, 2007 decision (reference 03) is affirmed. The claimant's separation was not a voluntary quit but was the completion of a temporary assignment. The claimant is qualified to receive unemployment insurance benefits, if she is otherwise eligible.

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Lynette A. F. Donner  
Administrative Law Judge

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Decision Dated and Mailed

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