

**IOWA WORKFORCE DEVELOPMENT  
UNEMPLOYMENT INSURANCE APPEALS**

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

**WALLACE G AXBERG**  
Claimant

**APPEAL NO. 12A-UI-11234-JTT**

**ADMINISTRATIVE LAW JUDGE  
DECISION**

**TEAM STAFFING SOLUTIONS INC**  
Employer

**OC: 08/12/12**  
**Claimant: Respondent (5)**

871 IAC 24.26(19) – Fulfillment of the Contract of Hire

**STATEMENT OF THE CASE:**

The employer filed a timely appeal from the September 13, 2012, reference 02, decision that allowed benefits in connection with an August 10, 2012 separation. After due notice was issued, a hearing was held on October 15, 2012. Claimant Wallace Axberg participated. Sarah Fiedler, Claims Administrator, represented the employer. Exhibit One was received into evidence.

**ISSUE:**

Whether the claimant's August 10, 2012 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. Wallace Axberg began getting work through Team Staffing Solutions in February 2012 and performed work in one full-time, temporary work assignment at Acciona near West Branch. Mr. Axberg completed the assignment on August 10, 2012. Mr. Axberg contacted Team Staffing Solutions the same day to let them know that the assignment was completed. During the telephone call with the Team Staffing Solutions representative, Mr. Axberg told the representative that he wanted to look for work on his own and would let Team Staffing Solutions know if he wanted the company to look for additional work for him.

Team Staffing Solutions ordinarily has an employee sign off on a written policy regarding their obligation to contact Team Staffing Solutions within three working days of the end of an assignment to request placement in a new assignment. Mr. Axberg does not recall seeing such a policy or signing such a policy when he started getting work through Team Staffing Solutions. At the time of the hearing, the employer did not have a copy of any such policy signed by Mr. Axberg and had not provided one for the hearing.

**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.

In this case, there is insufficient evidence to establish that the employer had Mr. Axberg sign off on the end of assignment notification policy or that the employer provided Mr. Axberg with a copy of the policy. For these reasons, the employer cannot claim the benefit of Iowa Code section 96.5(1)(j). Under the circumstances, Mr. Axberg fulfilled his contract of hire and his obligation to the employer when he completed the assignment at Acciona. Under the circumstances, Mr. Axberg was under no obligation to seek further work through Team Staffing Solutions.

Based on the evidence in the record and application of the appropriate law, the administrative law judge concludes that Mr. Axberg's August 10, 2012 separation from the temporary employment agency was for good cause attributable to the temporary employment agency. Mr. Axberg is eligible for benefits, provided he is otherwise eligible. The employer's account may be charged.

**DECISION:**

The Agency representative's September 13, 2012, reference 02, decision is modified as follows. The claimant's August 10, 2012 separation from the temporary employment agency was for good cause attributable to the temporary employment agency because the claimant fulfilled the contract of hire on that date. The claimant is eligible for benefits, provided he is otherwise eligible. The employer's account may be charged for benefits.

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James E. Timberland  
Administrative Law Judge

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Decision Dated and Mailed

jet/pjs