

**IOWA WORKFORCE DEVELOPMENT
UNEMPLOYMENT INSURANCE APPEALS**

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

DARCY L SPAIN
Claimant

APPEAL NO. 11A-UI-15415-HT

**ADMINISTRATIVE LAW JUDGE
DECISION**

USA STAFFING INC
LABOR WORLD OF IOWA
Employer

OC: 10/16/11
Claimant: Respondent (1)

Section 96.5(1)j – Quit/Temporary

STATEMENT OF THE CASE:

The employer, Darcy Spain, filed an appeal from a decision dated November 22, 2011, reference 02. The decision allowed benefits to the claimant, Darcy Spain. After due notice was issued a hearing was held by telephone conference call on January 3, 2012. The claimant participated on her own behalf. The employer participated by Assistant Manager Samantha Messerly and Recruiter Francine Roberts.

ISSUE:

The issue is whether the claimant quit work with good cause attributable to the employer.

FINDINGS OF FACT:

Darcy Spain was employed by Labor World from May 17 until November 20, 2011. She was assigned to Flagger Pro, which is a division of Labor World which is a division of USA Staffing. Her last assignment began on November 17 and ended November 19, 2011. On November 20, 2011, she called Flagg Pro Manager Jody McGonigle who told her she had been laid off and that no further work was available to her.

REASONING AND CONCLUSIONS OF LAW:

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.

The claimant had testified she was laid off when her last assignment ended and no further work was available to her at that time. The employer could not provide adequate testimony or evidence to rebut Ms. Spain's testimony that she did call and request more work. Under the provisions of the above Code section there is no quit and benefits are allowed.

DECISION:

The representative's decision of November 22, 2011, reference 02, is affirmed. Darcy Spain is qualified for benefits, provided she is otherwise eligible.

Bonny G. Hendricksmeier
Administrative Law Judge

Decision Dated and Mailed

bgh/pjs