

**IOWA WORKFORCE DEVELOPMENT
UNEMPLOYMENT INSURANCE APPEALS**

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

BRIAN L BENEDICT
Claimant

APPEAL NO. 15A-UI-05975-TN-T

**ADMINISTRATIVE LAW JUDGE
DECISION**

TEAM STAFFING SOLUTIONS INC
Employer

OC: 05/03/15
Claimant: Respondent (1)

Section 96.5-2-a – Discharge
Section 96.5(1)(j) – Voluntary Leaving – Temporary Employment

STATEMENT OF THE CASE:

Team Staffing Solutions, Inc. filed a timely appeal from a representative's decision dated May 15, 2015, reference 01, which held claimant eligible to receive unemployment insurance benefits finding the claimant was dismissed from work on March 6, 2015, reference 01, which held claimant eligible to receive unemployment insurance benefits finding the claimant was dismissed from work on March 6, 2015 for excessive absences but finding that because the absences were due to illness and properly reported there was no misconduct. After due notice was provided, a telephone hearing was held on July 2, 2015. Although duly notified, the claimant did not respond to the notice of hearing and did not participate. The employer participated by Ms. Sarah Fiedler, Human Resource Generalist.

ISSUE:

The questions before the administrative law judge is whether the claimant left employment with good cause attributable to the employer

FINDINGS OF FACT:

Having considered the evidence in the record, the administrative law judge finds: Brian Benedict began employment with Team Staffing Solutions, Inc. on September 25, 2014. Mr. Benedict was assigned to work at one client location. He was assigned to work as a production laborer at the Siemens Company and was paid by the hour. His on-site supervisor employed by Team Staffing Solutions was Eric Barthamaw. On March 6, 2015, Mr. Benedict was removed from the Siemens Company assignment because he had been excessively absent. The claimant was directly informed that his assignment was ending that day by the on-site supervisor employed by Team Staffing Solutions. Because the claimant had properly reported his absences due to illness, the adjudicator determined that the claimant's separation from employment had taken place for no disqualifying reason.

It is Team Staffing Solutions' position that although the claimant was "dismissed" from the assignment at the request of the client company for excessive absenteeism, claimant

nonetheless should be disqualified for unemployment insurance benefits because he failed to have sufficient contact with Team Staffing Solutions within three business days of his separation from employment to establish his availability for other work assignments with the company.

At the time that Mr. Benedict began employment with Team Staffing Solutions, he signed an agreement to contact the temporary employment service within three working days after the completion of each work assignment to establish his availability for additional work assignments. Claimant was notified that his assignment with the Siemens Company had come to an end by the Team Staffing Solutions on-site representative on March 6, 2015.

REASONING AND CONCLUSIONS OF LAW:

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.

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 the temporary assignment so they may be re-assigned and continue working. In this case the claimant was informed on March 6, 2015 by the on-site representative for Team Staffing Solutions, Inc. that his assignment with the Siemens Company had ended. Because the claimant was directly informed that the assignment was ended by a Team Staffing Solutions employee, there was sufficient contact with the employer to establish the claimant's availability for other work assignments. It was unnecessary for the claimant to re-contact the temporary employment service within three working days because direct contact between the temporary employment employer and the claimant had taken place on the day that Mr. Benedict was informed that his temporary assignment at the Siemens Company had ended.

It is the employer's position that the claimant's separation took place because the claimant was laid off due to lack of work. The administrative law judge agrees. The administrative law judge also concludes that the claimant had sufficient contact with the temporary employment service to satisfy the requirements of the notification provisions of Section 96.5-1-j of the Iowa Employment Security Law. The administrative law judge concludes that the claimant left employment with good cause attributable to the employer due to a lack of work.

DECISION:

The representative's decision dated May 15, 2015, reference 01, is affirmed as modified. The portion of the determination that allowed benefits without disqualification is affirmed. The portion of the determination finding the claimant was dismissed from work is modified to find that the claimant left employment with good cause attributable to the employer due to a lack of work.

Terence P. Nice
Administrative Law Judge

Decision Dated and Mailed

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