

**IOWA WORKFORCE DEVELOPMENT  
UNEMPLOYMENT INSURANCE APPEALS**

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

**SEAN K FARRAR**  
Claimant

**APPEAL NO. 10A-UI-15844-S2T**

**ADMINISTRATIVE LAW JUDGE  
DECISION**

**ANNA ENTERPRISES  
STAFFING SOLUTIONS**  
Employer

**OC: 10/10/10**  
**Claimant: Respondent (5)**

Section 96.5-1-j – Separation from Temporary Employer

**STATEMENT OF THE CASE:**

Staffing Solutions (employer) appealed a representative's November 12, 2010 decision (reference 05) that concluded Sean Farrar (claimant) was eligible to receive unemployment insurance benefits based on his separation from work. After hearing notices were mailed to the parties' last-known addresses of record, a telephone hearing was scheduled for December 29, 2010. The claimant participated personally. The employer participated by Katherine Druivenga, Client Coordinator.

**ISSUE:**

The issue is whether the claimant was separated from employment for any disqualifying reason.

**FINDINGS OF FACT:**

The administrative law judge, having heard the testimony and having considered all of the evidence in the record, finds that: The employer is a temporary employment service. The claimant performed services from December 15, 2009, through June 3, 2010. After June 3, 2010, he was hired by CSC. His employment ended with CSC and the claimant started working for the employer again on October 7, 2010, performing a one-day assignment at Maurice's. He signed a document on October 6, 2010, indicating that he was to contact the employer within three days following the completion of an assignment to request placement in a new assignment. The claimant was given a copy of the document, which was part of the contract for hire. The claimant completed his assignment on October 7, 2010, and sought reassignment from the employer on October 8, 2010. No work was available. The claimant filed for unemployment insurance benefits for the week ending October 16, 2010. On October 21, 2010, the employer placed the claimant at Auto Jet Muffler. He continues to work at that assignment.

## REASONING AND CONCLUSIONS OF LAW:

For the reasons that follow, the administrative law judge concludes the claimant was not separated from the employer for any disqualifying reason.

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.

As an employee of a temporary service, the employer must advise the claimant of a three-day notice requirement and give the claimant a copy of that requirement. The notice requirement cannot be a part of the contract for hire. The employer did not provide the claimant with the proper notice requirements and has, therefore, failed to satisfy the requirements of Iowa Code section 96.5-1-j. The claimant did seek reassignment within three working days even though the notice requirement was part of the contract for hire. No work was available. Benefits are allowed.

**DECISION:**

The representative's November 12, 2010 decision (reference 05) is modified with no effect. The claimant was separated from the employer for good cause attributable to the employer. The claimant is eligible to receive unemployment insurance benefits.

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Beth A. Scheetz  
Administrative Law Judge

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Decision Dated and Mailed

bas/kjw