

**IOWA WORKFORCE DEVELOPMENT
UNEMPLOYMENT INSURANCE APPEALS**

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

DYLAN P GRIDLEY

Claimant

APPEAL NO. 15A-UI-08522-JTT

**ADMINISTRATIVE LAW JUDGE
DECISION**

TEMP ASSOCIATES – BURLINGTON INC

Employer

OC: 07/05/15

Claimant: Appellant (1)

Iowa Code Section 96.5(1)(j) – Separation From Temporary Employment

STATEMENT OF THE CASE:

Dylan Gridley filed a timely appeal from the July 27, 2015, reference 01, decision that disqualified him for benefits and that relieved the employer of liability for benefits, based on an Agency conclusion that Mr. Gridley had failed to contact the employer within three days of the end of an assignment after being notified of the requirement that he do so. After due notice was issued, a hearing was held on August 19, 2015. Mr. Gridley participated. Darien Sloat represented the employer.

ISSUE:

Whether the claimant's 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: Temp Associates is a temporary employment agency. Temp Associates has a branch office in Fairfield. Darien Sloat is Branch Manager of the Fairfield office. Claimant Dylan Gridley began his employment with Temp Associates in January 2015. Mr. Gridley resided in Fairfield and applied for work through the Temp Associates Fairfield office. Mr. Sloat placed Mr. Gridley in a full-time, temp-to-hire assignment at Agri-Plastics. Mr. Gridley started the assignment in January 2015 and last performed work in the assignment on June 13, 2015. At that point, Agri-Plastics decided to end the assignment after concluding that Mr. Gridley was not performing to Agri-Plastics' satisfaction. Mr. Gridley had performed his work in the assignment to the best of his ability. Mr. Sloat tried to contact Mr. Gridley by telephone to notify him that the assignment was ended, but was unable to reach Mr. Gridley by telephone. Mr. Sloat sent Mr. Gridley a message through the employer's Facebook page in which he asked Mr. Sloat to stop by the Fairfield office to speak with him about the assignment. On June 15, 2015, Mr. Gridley stopped at the Fairfield office, but Mr. Sloat was out. When Mr. Gridley appeared for work at the scheduled time on June 15, 2015, he learned from the Agri-Plastics supervisor that the assignment had been ended. Mr. Gridley did not make further contact with Temp Associates, because he viewed further contact with the temp agency as a waste of time.

At the time Mr. Gridley began his employment with Temp Associates, the employer had him sign an Availability Statement that obligated him to sign the employer's availability log within three days of the completion of an assignment. The document further indicated that if Mr. Gridley failed to make the required contact, his eligibility for unemployment insurance benefits could be affected. The Availability Statement was the only policy set forth on the document. Mr. Gridley received a copy of the document he signed.

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.

Iowa Admin. Code r. 871-24.26(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.

The weight of the evidence in the record establishes that Mr. Gridley's contact with Temp Associates was sufficient to put a reasonable person on notice that Temp Associates was the employer and Agri-plastics was not the employer. The employer had complied with the statute in putting Mr. Gridley on notice of his obligation to contact Temp Associates within three working days of completion of an assignment or risk being disqualified for unemployment insurance benefits. Mr. Gridley elected not to contact the employer. Based on the evidence in the record and application of the appropriate law, the administrative law judge concludes that the June 15, 2015 separation from the temporary employment agency was without good cause attributable to the temporary employment agency. Accordingly, Mr. Gridley is disqualified for benefits until he has worked in and been paid wages for insured work equal to 10 times his weekly benefit amount. Mr. Gridley must meet all other eligibility requirements. The employer's account will not be charged for benefits.

DECISION:

The July 27, 2015, reference 01, decision is affirmed. The claimant's June 15, 2015 separation from the temporary employment agency was without for good cause attributable to the temporary employment agency. The claimant is disqualified for benefits until he has worked in and been paid wages for insured work equal to 10 times his weekly benefit amount. The claimant must meet all other eligibility requirements. The employer's account will not be charged for benefits.

James E. Timberland
Administrative Law Judge

Decision Dated and Mailed

jet/pjs