

**IOWA WORKFORCE DEVELOPMENT
UNEMPLOYMENT INSURANCE APPEALS**

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

NASHARI N WHITE
Claimant

APPEAL NO. 09A-UI-14511-HT

**ADMINISTRATIVE LAW JUDGE
DECISION**

ADECCO USA INC
Employer

OC: 11/30/08
Claimant: Respondent (1)

Section 96.5(1)j – Quit/Temporary

STATEMENT OF THE CASE:

The employer, Adecco, filed an appeal from a decision dated September 15, 2009, reference 02. The decision allowed benefits to the claimant, Nashari White. After due notice was issued a hearing was held by telephone conference call on October 26, 2009. The claimant provided a telephone number and was called prior to the hearing. Before the hearing could begin she stated she was having problems with her cell phone because she had dropped it in the water. Before the hearing could officially begin, her cell phone disconnected. The administrative law judge called back and received only a voice mail response. A message was left indicating the hearing would proceed without her participation unless she called the Appeals Section prior to the close of the hearing. By the time the record was closed at 9:15 a.m. the claimant had not responded to the message and did not participate. The employer participated by Staffing Consultant Marshal Heck and was represented by TALX in the person of Tom Kuiper.

ISSUE:

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

FINDINGS OF FACT:

Nashari White was employed by Adecco beginning December 15, 2008. She was assigned for a temp-to-hire position at First American Corporation. The client company wanted to hire her and asked that she fill out the necessary paper work to be hired but she declined. She was finally given a deadline of August 3, 2009, but did not complete the forms.

On August 4, 2009, Staffing Consultant Marsha Heck called Ms. White to notify her the client company did not want her to return and to talk to her about why she had declined to fill out the paperwork so she could be hired permanently. The claimant explained she had a car loan which had to be paid every week and First American only paid every two weeks, while Adecco paid every week. She was afraid she was going to lose her car if she did not pay every week and therefore needed a job where she could be paid every week. Ms. White did want another temp-to-hire position but Ms. Heck said she did not think there would be any work available to

her given the current labor market and her "skill set." Since that time Adecco has not had any assignments it was able to offer Ms. White.

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.

The claimant was notified by the employer of the end of her assignment, and Adecco therefore knew her assignment was at an end. During the phone conversation Ms. White did indicate she was looking for more assignments but none was available to her. She did meet the requirements of the above Code section by requesting more work within three days of the end of her last assignment. No disqualification may be imposed.

DECISION:

The representative's decision of September 15, 2009, reference 02, is affirmed. Nashari White is qualified for benefits, provided she is otherwise eligible.

Bonny G. Hendricksmeier
Administrative Law Judge

Decision Dated and Mailed

bgh/pjs