

**IOWA WORKFORCE DEVELOPMENT  
UNEMPLOYMENT INSURANCE APPEALS**

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

**CHESTER C BROWNING**  
Claimant

**APPEAL NO. 08A-UI-03727-NT**

**ADMINISTRATIVE LAW JUDGE  
DECISION**

**LABOR READY MIDWEST INC**  
Employer

**OC: 02/24/08 R: 04**  
**Claimant: Respondent (1)**

Section 96.5-1 – Voluntary Quit  
871 IAC 24.26(19) – Temporary Employment, Spot Jobs

**STATEMENT OF THE CASE:**

The employer filed an appeal from a decision of a representative dated April 4, 2008, reference 03, which held the claimant eligible for unemployment insurance benefits. After due notice, a telephone conference hearing was scheduled for and held on May 1, 2008. Although notified, the claimant failed to respond to the hearing notice and did not participate. The employer participated by Jody Gartner, Customer Service Representative.

**ISSUE:**

The issue in this matter is whether the claimant quit for good cause attributable to the employer.

**FINDINGS OF FACT:**

The administrative law judge, having heard the testimony and considered all of the evidence in the record, finds: The claimant last worked for this employer on November 16, 2007 when he completed a one-day spot job digging a septic tank hole for Keith Freeman, a client of Labor Ready Midwest. Mr. Browning was paid by the hour and completed the work assignment.

It is the employer's position that Mr. Browning voluntarily quit work by failing to report back to the employer for additional work assignments.

The employer's position and policy is to treat each job assignment that a temporary worker is sent to, as a separate job and the employment ends at the completion of the assignment whether the assignment is for one day or less or for a more extended assignment period. The employer does not recognize an ongoing employment relationship between a temporary employee and the temporary employment service. Completing a job assignment of any length concludes the employment relationship upon the completion of each assignment.

## **REASONING AND CONCLUSIONS OF LAW:**

The question before the administrative law judge is whether the claimant has fulfilled his contract of hire with the employing temporary employment service by completing this spot job or assignment and whether the claimant has quit with good cause attributable to the employer. He has. The evidence in the record clearly establishes that the employer considers each assignment given to a temporary worker as being a separate and distinct spot job or casual labor which concludes at the completion of each assignment. It is the employer's position that no employment relationship continues between the temporary employment service and the temporary employee after the completion of each assignment whether the assignment is for one day or less or for a longer period of time.

Iowa Code section 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.

871 IAC 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.

As the evidence in the record clearly establishes that Mr. Browning completed the assignment that he was given by Labor Ready Midwest on November 16, 2007 and by completing the spot job or casual labor assignment that day he fulfilled the contract of hire. The claimant thus had no obligation to re-contact Labor Ready Midwest for additional assignments if he did not wish to do so. The evidence in the record establishes that the employer considered the employment relationship to have ended with the completion of the assignment given by the temporary employment service and accepted by the temporary employee. The administrative law judge concludes based upon the evidence in the record that Mr. Browning's election not to report back later for a potential new assignment cannot be construed as a voluntarily leaving of employment.

**DECISION:**

The representative's decision dated April 4, 2008, reference 03, is hereby affirmed as modified. The claimant quit work with good cause for reasons attributable to the employer. The claimant's election not to report back for a new assignment with this employer did not affect his availability. Mr. Browning is eligible to receive unemployment insurance benefits, provided that he meets all other eligibility requirements of Iowa law.

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Terence P. Nice  
Administrative Law Judge

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Decision Dated and Mailed

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