

**IOWA WORKFORCE DEVELOPMENT
UNEMPLOYMENT INSURANCE APPEALS**

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

BARBARA R BROWN
Claimant

APPEAL NO. 12A-UI-15155-NT

**ADMINISTRATIVE LAW JUDGE
DECISION**

AVENTURE STAFFING & PROFESSIONAL
Employer

OC: 03/25/12
Claimant: Appellant (2)

Section 96.5-1-j - Voluntary Leaving - Temporary Employment

STATEMENT OF THE CASE:

Claimant filed a timely appeal from a representative's decision dated December 13, 2012, reference 02, which denied unemployment insurance benefits finding that the claimant voluntarily quit employment on June 6, 2012 when she failed to notify the temporary employment firm within three working days of the completion of her last work assignment. After due notice was provided, a telephone hearing was held on January 29, 2013. The claimant participated personally. The employer participated by Kayla Neuhalfen, Human Resource Representative. Employer's Exhibits One through Five were received into evidence.

ISSUE:

At issue 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: Barbara Brown began employment with Adventure Staffing on July 13, 2010. The claimant's last job assignment began on April 23, 2012 when she performed services for Adventure Staffing at a former Wildwood Company location assisting the owner in winding down his business operations. Ms. Brown worked until June 3, 2012 when she was informed that the assignment was ending by the client. Although the claimant was being paid by Adventure Staffing, Ms. Brown believed that the employment relationship was with the owner of the former Wildwood Company because that individual at times made additional payments directly to the claimant for her services. Upon completing her assignment on June 3, 2012, Ms. Brown did not notify Adventure Staffing within three working days that the assignment had ended and did not notify the temporary employment service of her availability for additional assignments within three working days. It appears that Ms. Brown later contacted the temporary employment service in an attempt to find additional work, however.

Ms. Brown signed an agreement to contact the temporary employment service within three working days of the completion of her last assignment. The claimant did not recall signing that agreement. The agreement to contact the temporary employment service was part of the

agreement for employment that also addressed the use of personal vehicles and a release of workmen's compensation claims agreement. (See Employer's Exhibit Three).

REASONING AND CONCLUSIONS OF LAW:

For the reasons that follow, the administrative law judge concludes that the claimant voluntarily left employment with good cause attributable to the employer.

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.

Since there is no evidence that the notification requirements and the consequences of failure to notify were separate from the company's contract of employment that addressed other issues of the employment relationship and there is no evidence in the record that the employer provided the claimant with a written copy of the reporting policy, the claimant's recollection that she was not aware of the three-day reporting policy is credible. Without that, the claimant was reasonable to report looking for additional work when she later did. Benefits are therefore allowed.

DECISION:

The representative's decision dated December 13, 2012, reference 02, is reversed. The claimant left employment with good cause attributable to the employer. Unemployment insurance benefits are allowed, providing the claimant meets all other eligibility requirements of Iowa law.

Terence P. Nice
Administrative Law Judge

Decision Dated and Mailed

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