

**IOWA WORKFORCE DEVELOPMENT
UNEMPLOYMENT INSURANCE APPEALS**

TODD F SULLIVAN
Claimant

DOHERTY STAFFING SOLUTIONS
Employer

APPEAL NO. 17A-UI-12527-B2T

**ADMINISTRATIVE LAW JUDGE
DECISION**

**OC: 11/12/17
Claimant: Appellant (1)**

Iowa Code § 96.5(1)j – Voluntary Quitting – Temporary Employment

STATEMENT OF THE CASE:

Claimant filed an appeal from a decision of a representative dated December 4, 2017, reference 01, which held claimant ineligible for unemployment insurance benefits. After due notice, a hearing was scheduled for and held on December 28, 2017. Claimant participated personally. Employer participated by hearing representative Glenda Niemiec and witness Erica Simmer. Employer's Exhibit 1 was admitted into evidence.

ISSUE:

Did the claimant quit by not reporting for an additional work assignment within three business days of the end of the last assignment?

FINDINGS OF FACT:

Having heard the testimony and having reviewed the evidence in the record, the administrative law judge finds: Claimant was placed by employer at the Cargill facility in Mason City. After claimant worked there a number of months, Cargill attempted to hire claimant full-time. As a part of pre-employment screening, claimant was asked to do a drug test. Claimant's test came back positive. Claimant did not have the money to have a split test done on his results, but claimant still disputed the test results.

A Cargill representative told claimant on November 2, 2017, that he would not be hired for the full-time Cargill position as a result of the positive test. The representative further said that Cargill was the only placement for Doherty in the area. Claimant was not allowed to work at all at the Cargill facility, whether it be for Doherty or Cargill.

Claimant did not contact Doherty after his placement with Cargill had ended. Upon hire with Doherty, claimant signed a document indicating that he understood that he had to contact Doherty within three days of a job ending to request additional placement. Claimant did not do so as the Cargill representative had told claimant that Cargill was the only placement facility for Doherty.

The Doherty representative stated that there were no other Mason City placements available for claimant, but that some other placements were available in the north Iowa region. At the time of hire, claimant indicated he was willing to potentially travel for a placement.

REASONING AND CONCLUSIONS OF LAW:

For the reasons that follow, the administrative law judge concludes the claimant voluntarily left the employment without good cause attributable to the employer.

Iowa Code section 96.5(1)j provides:

An individual shall be disqualified for benefits, regardless of the source of the individual's wage credits:

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. (1) 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.

(2) 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.

(3) For the purposes of this paragraph:

(a) "Temporary employee" means an individual who is employed by a temporary employment firm to provide services to clients to supplement their workforce during absences, seasonal workloads, temporary skill or labor market shortages, and for special assignments and projects.

(b) "Temporary employment firm" means a person engaged in the business of employing temporary employees.

The purpose of the statute is to provide notice to the temporary agency employer that the claimant is available for work at the conclusion of each temporary assignment so they may be reassigned and continue working. The plain language of the statute allows benefits for a claimant "who notifies the temporary employment firm of completion of an employment assignment *and* who seeks reassignment." (Emphasis supplied.)

In this case, the employer had notice of the claimant's availability because employer was notified shortly after claimant was notified of the end of the assignment but claimant did not contact employer to request another assignment. Benefits are denied.

DECISION:

The December 4, 2017, (reference 01) unemployment insurance decision is affirmed. The claimant's separation was not attributable to the employer. Benefits are withheld until such time as he works in and has been paid for wages equal to ten times his weekly benefit amount, provided he is otherwise eligible.

Blair A. Bennett
Administrative Law Judge

Decision Dated and Mailed

bab/scn