

**IOWA WORKFORCE DEVELOPMENT
UNEMPLOYMENT INSURANCE APPEALS**

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

JEREMY S MADSEN

Claimant

APPEAL NO. 11A-UI-06780-JTT

**ADMINISTRATIVE LAW JUDGE
DECISION**

LABOR READY MIDWEST INC

Employer

OC: 04/03/11

Claimant: Respondent (1)

871 IAC 24.26(19) – Casual Employment

STATEMENT OF THE CASE:

The employer filed a timely appeal from the May 9, 2011, reference 03, decision that allowed benefits in connection with a separation on or about July 31, 2010. After due notice was issued, a hearing was held on June 20, 2011. Claimant did not respond to the hearing notice instructions to provide a telephone number for the hearing and did not participate. Beck Redfern, Customer Service Representative, represented the employer. Exhibits One and Two were received into evidence.

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: The employer is a temporary employment agency. Jeremy Madsen last performed work for the employer on August 2, 2010. On that day, Mr. Madsen completed a one-day work assignment. There was no further contact between Mr. Madsen and the employer after he completed the assignment.

On April 27, 2010, the employer had Mr. Madsen sign an "Acknowledgement Form – State of Iowa Unemployment Law" document that purported to advise Mr. Madsen of his obligation to contact the temporary employment agency within three working days of the end of an assignment. While the document does contain information regarding the end-of-assignment notice requirements, it does so through a full-page, single-spaced document containing four paragraphs. The employer did not provide Mr. Madsen with a copy of the document he signed.

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.

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.

The evidence in the record indicates that Mr. Madsen completed a work assignment on August 2, 2010, not July 31, 2010. The employer's end of assignment notification policy does not satisfy the statutory requirement that it appear as a clear and concise statement. In addition, the employer did not comply with the statutory requirement that it provide the claimant with a copy of the document he signed. The employer cannot claim the benefit of the statute. By completing the assignment on August 2, 2010, Mr. Madsen fulfilled his contract of hire and was under no obligation to seek further assignments through the employer.

Based on the evidence in the record and application of the appropriate law, the administrative law judge concludes that Mr. Madsen's August 2, 2010 separation from the temporary employment agency was for good cause attributable to the temporary employment agency. Mr. Madsen is eligible for benefits provided he is otherwise eligible. The employer's account may be charged for benefits paid to Mr. Madsen.

DECISION:

The Agency representative's, May 9, 2011, reference 03, decision is affirmed. The claimant's August 2, 2010 separation from the temporary employment agency was for good cause attributable to the temporary employment agency. The claimant is eligible for benefits, provided he is otherwise eligible. The employer's account may be charged for benefits paid to the claimant.

James E. Timberland
Administrative Law Judge

Decision Dated and Mailed

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