

**IOWA WORKFORCE DEVELOPMENT  
UNEMPLOYMENT INSURANCE APPEALS**

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

**JANET C MEYER**  
Claimant

**APPEAL NO. 12A-UI-11785-JTT**

**ADMINISTRATIVE LAW JUDGE  
DECISION**

**TEAM STAFFING SOLUTIONS INC**  
Employer

**OC: 08/26/12**  
**Claimant: Respondent (1)**

871 IAC 24.26(19) – Completion of the Contract of Hire

**STATEMENT OF THE CASE:**

Team Staffing Solutions filed a timely appeal from the September 26, 2012, reference 02, decision that allowed benefits. After due notice was issued, a hearing was held on October 25, 2012. Claimant Janet Meyer participated. Sarah Fiedler, claims administrator, represented Team Staffing Solutions.

**ISSUE:**

Whether Ms. Meyer separated from the employment for a reason that disqualifies her for unemployment insurance benefits.

**FINDINGS OF FACT:**

Having reviewed all of the evidence in the record, the administrative law judge finds: Janet Meyer was working on a doctorate degree in business administration when Winegard Company, a manufacturer, recruited her to complete a research project on how Winegard might enter the Latin American market. Winegard recruited Ms. Meyer for her expertise in cultural differences as they relate to business relationships. Though Winegard directly recruited Ms. Meyer, Winegard elected to use Team Staffing Solutions as a surrogate employer for payroll purposes. Winegard sent Ms. Meyer to Team Staffing Solutions so that she could complete paperwork before starting her research project at Winegard. Amongst the documents that Team Staffing Solutions had Ms. Meyer sign was Team Staffing Solutions' standard end of assignment notification policy. However, all parties involved understood that Ms. Meyer was to complete only the research project at Winegard and was not signing up to be placed by Team Staffing Solutions in multiple temporary employment work assignments at multiple client businesses. Ms. Meyer completed her research project for Winegard at the end of November 2011. While she was in the assignment, Ms. Meyer reported her work time to Winegard as directed and not to Team Staffing Solutions. Ms. Meyer did not contact Team Staffing Solutions to let them know the research project was finished. Nor did Winegard alert Team Staffing Solutions to that fact.

## 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.

This case does not present a temporary employment arrangement as contemplated by and addressed in Iowa Code section 96.5(1)(j). At the time Ms. Meyer began her work at Winegard Company, none of the parties involved in the employment arrangement had a reason to conclude that Ms. Meyer was registering with Team Staffing Solutions for placement in temporary work assignments with multiple employers. Instead, all understood that Winegard had recruited Ms. Meyer to perform work in a single, highly specialized, finite work assignment and that Team Staffing Solutions was merely functioning as the payroll processor. Ms. Meyer completed the work that Winegard had for her. Despite Team Staffing Solutions attempt now to impose upon Ms. Meyer the end of assignment notification requirement called for under Iowa Code section 96.5(1)(j), it does not apply. Ms. Meyer completed her obligation to Winegard and to Team Staffing Solutions when she completed the research project at Winegard. Ms. Meyer is eligible for benefits, provided she is otherwise eligible. Team Staffing Solutions' account may be charged.

**DECISION:**

The Agency representative's September 26, 2012, reference 02, decision is affirmed. The claimant fulfilled the contract of hire at the end of November 2011, when she completed the sole research project she had been hired to perform. The claimant is eligible for benefits, provided she is otherwise eligible. Team Staffing Solutions' account may be charged.

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James E. Timberland  
Administrative Law Judge

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Decision Dated and Mailed

jet/kjw