

**IOWA WORKFORCE DEVELOPMENT  
UNEMPLOYMENT INSURANCE APPEALS**

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

**JEFFREY A KNOTTS**  
Claimant

**APPEAL NO: 18A-UI-01306-TN**

**ADMINISTRATIVE LAW JUDGE  
DECISION**

**TEAM STAFFING SOLUTIONS INC**  
Employer

**OC: 10/08/17**  
**Claimant: Appellant (2)**

Iowa Code § 96.5(1)(j) – Separation from Temporary Employment

**STATEMENT OF THE CASE:**

Jeffrey A. Knotts, the claimant, filed a timely appeal from the January 17, 2018, reference 04 decision that denied benefits. After due notice was issued, a hearing was scheduled for and held in Burlington, Iowa on April 5, 2018. Claimant participated. Appearing as a witness for employer was Ms. Sarah Fiedler, Human Resource Manager. Employer's Exhibits A was admitted into the hearing record.

**ISSUE:**

Whether the claimant separation from the temporary employment agency was for good cause attributable to the employer.

**FINDINGS OF FACT:**

The administrative law judge, having considered all of the evidence in the record, finds: Jeffrey Knotts began employment for the captioned temporary employment service on November 6, 2017 and worked until January 2, 2018, when he was notified that his work assignment at the Dorn and Ward Company had ended. Mr. Knotts was assigned to work at the Dorn and Ward Company as a production worker and was employed full-time during the assignment. Mr. Knotts contact person Team Staffing Solutions, Inc. was Ms. Barb Jarrett.

Mr. Knotts directly applied for employment with the Dorn and Ward Company in November 2017. The claimant expected to be employed directly by that company. During the hiring process, Mr. Knotts was informed that the Dorn and Ward Company decided not to hire him directly, but to have Mr. Knotts work through Team Staffing Solutions, Inc., a temporary employment agency, during a 90 day probationary period. If Mr. Knotts successfully completed the probationary period of employment with the temporary service, he would be directly hired by Dorn and Ward. Mr. Knotts was not looking for temporary assignments and was specifically interested in employment at the Dorn and Ward Company. Mr. Knotts agreed to the temporary employment with Team Staffing Solutions, Inc. during the probationary period with the Dorn and Ward Company, only because he had no other alternative in accepting work employment with the Dorn and Ward Company.

During the hiring process, Mr. Knotts signed an agreement with the temporary employment agency that he would contact the agency within three working days of completion of any temporary assignment to establish his availability for additional assignments. It appears that signing this document was a prerequisite to be assigned to work at the client employer location.

Mr. Knotts began his temporary assignment through Team Staffing Solutions, Inc. at the Dorn and Ward Company. A short time later, Mr. Knotts had an issue about his paycheck and took his concerns about the paycheck to the temporary agency for full resolution. Team Staffing Solutions resolved the pay dispute for the claimant. Later, Mr. Knotts experienced a similar pay issue but was unable to resolve the dispute with the temporary employment agency, as they believed Mr. Knotts had been properly paid.

During this time, a previous injury caused swelling of one of the claimant's hands and he was limited to light duty for December 26 and 27, 2017. On December 28, 2017, the claimant suffered a medical reaction to medication that he had been prescribed and contacted both the temporary agency and the client employer, leaving messages that he would be unable to report for scheduled work that night and the reason. When Mr. Knotts was last at work on December 27, 2017, he was not scheduled to work on the day or weekend or on January 1, 2018. The claimant was unaware that in absence he had been scheduled to work on the night of January 1, 2018. Claimant did not report because he did not know he was expected to do so.

Based upon the claimant's failure to report for scheduled work, the Dorn and Ward Company notified Team Staffing Solutions, Inc. that Mr. Knotts work assignment had ended. The claimant was informed that the assignment ended by a representative of Team Staffing Solutions, Inc. on January 2, 2018. Mr. Knotts attempted to return the call and left a message for Team Staffing Solutions, Inc. representative to call him back that day. When Mr. Knotts heard nothing further from the temporary employment service, he concluded because his assignment ended without being hired by the Dorn and Ward Company, he would seek other employment of a permanent nature.

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

The question is whether Jeffrey Knotts separation from the temporary employment agency was for good cause attributable to the employer, it was.

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.

Iowa Admin. Code r. 871-24.26(22) 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:

(22) The claimant was hired for a specific period of time and completed the contract of hire by working until this specific period of time had lapsed. 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 employees shall be considered to have voluntarily quit employment.

The evidence in the record indicates that Mr. Knotts was not seeking temporary job assignments but was specifically seeking full-time employment with the Dorn and Ward Company. Mr. Knotts agreed to work as a probationary employee at the Dorn and Ward Company because that was the only path for him to obtain permanent employment with that employer. Mr. Knotts agreed to work through the temporary service only for the purpose of obtaining employment with that specific employer and when he had fulfilled the contract of employment by working by completing the 90 day probationary period or being hired directly from the Dorn and Ward Company. When claimant's employment came to an end, because the Dorn and Ward Company had made a decision not to hire the claimant directly. The claimant completed that contract by working until there was no further work available to him. The claimant had attempted to the best of his ability to meet the Dorn and Ward's expectations.

Although the claimant in this case was under no obligation to contact the temporary employment service for more temporary assignments because his intention was to take only the assignment at Dorn and Ward as a way to gain permanent full-time employment with that specific employer, and was not seeking temporary assignments. When Dorn and Ward ended his work there, Mr. Knotts had his part of his agreement to work for Team Staffing at the Dorn and Ward location.

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. In this case, although the claimant was not seeking and not accepting general assignments but only agreed to specifically work for one client employer. In addition, the temporary agency employer had notice of the claimant's potential availability for more work because the temporary service themselves notified him of the end of the assignment. The claimant recalled the employer the same day; however, the temporary service did not return his call. Benefits are allowed.

**DECISION:**

The representative's unemployment insurance decision dated January 17, 2018, reference 04 is reversed. Claimant left employment with good cause attributable to the employer. Unemployment insurance benefits are allowed, provided the claimant meets all the eligibility requirements of Iowa law.

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Terry P. Nice  
Administrative Law Judge

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Decision Dated and Mailed

tn/scn