

**IOWA WORKFORCE DEVELOPMENT
UNEMPLOYMENT INSURANCE APPEALS**

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

BENJAMIN S KRAUEL
Claimant

APPEAL NO. 12A-UI-03570-JTT

**ADMINISTRATIVE LAW JUDGE
DECISION**

JACOBSON STAFFING COMPANY LC
Employer

OC: 01/22/12
Claimant: Respondent (5)

871 IAC 24.26(19) – Casual Employment

STATEMENT OF THE CASE:

The employer filed a timely appeal from the March 27, 2012, reference 01, decision that allowed benefits in connection with a December 16, 2011 separation. After due notice was issued, a hearing was held on April 25, 2012. Claimant Benjamin Krauel participated. Roberta Shinbori, Quad Cities Operations Manager, represented the employer.

ISSUE:

Whether the claimant's December 16, 2011 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. Benjamin Krauel completed a temporary work assignment on November 9, 2011. Jacobson Staffing Company then had Mr. Krauel undergo a forklift operator evaluation on December 9, 2011. Once Mr. Krauel successfully completed the forklift operator evaluation, the employer had him under safety training on December 16, 2011. The forklift operator evaluation and safety training were not in connection with a particular work assignment. Instead, they were prerequisites for possible placement in an assignment at some unspecified point in the future. Mr. Krauel had expressed interest in a second shift or third shift assignment. The employer had no work for Mr. Krauel at the time he completed the forklift operator evaluation and safety training. The employer told Mr. Krauel that the employer would contact him if and when a second or third shift position became available. The employer expected Mr. Krauel to make regular contact with the staffing agency to inquire about work. Mr. Krauel did not do that. Mr. Krauel continued to look for work.

The employer did not have any further attempted or actual contact with Mr. Krauel until February 2, 2012, when Account Manager Sue Francis spoke with Mr. Krauel by telephone. Ms. Francis asked Mr. Krauel whether he was looking for work. Ms. Francis did not reference or offer a new work assignment. In response to Ms. Francis' question regarding whether he was looking for work, Mr. Krauel said that he had an interview and weld test scheduled with National Railway. Mr. Krauel told Ms. Francis that he also had applications in with Industrial Control

Manufacturing and John Deere. Ms. Francis told Mr. Krauel to give her a call if he decided to further pursue work through Jacobson Staffing.

Mr. Krauel began new full-time employment with employer Export Packing on February 13, 2012.

REASONING AND CONCLUSIONS OF LAW:

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 weight of the evidence indicates that Mr. Krauel had one, not two, work assignments with Jacobson Staffing Company. The single work assignment came to an end on November 9, 2011, when Mr. Krauel completed the work assignment. Rather than having an additional work assignment after November 9, 2011, Mr. Krauel instead cooperated with and participated in additional evaluation and training on December 8 and 16, 2011. At that point, the employer had no work for Mr. Krauel. The employer continued to have no work for Mr. Krauel for at least a month and a half.

Mr. Krauel fulfilled his obligation to the employer when he completed the evaluation and training on December 8 and 16, 2011, and had no further obligation to seek employment through the staffing agency. Mr. Krauel's December 16, 2011 separation from the staffing agency was for good cause attributable to the employer. Mr. Krauel is eligible for benefits, provided he is otherwise eligible. The employer's account may be charged for benefits paid to Mr. Krauel.

Though it was not an issue set for the hearing, the evidence fails to establish an offer of employment or refusal of an offer of employment in connection with the February 2, 2012 telephone call.

DECISION:

The Agency representative's March 27, 2012, reference 01, decision is modified as follows. The claimant's December 16, 2011 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

jet/pjs