

IOWA WORKFORCE DEVELOPMENT
Unemployment Insurance Appeals Section
1000 East Grand—Des Moines, Iowa 50319
DECISION OF THE ADMINISTRATIVE LAW JUDGE
68-0157 (7-97) – 3091078 - EI

ARTRILLA M BAKER
912 – 8TH ST SE
CEDAR RAPIDS IA 52401

ADECCO USA INC
c/o TALX UC EXPRESS
PO BOX 66736
ST LOUIS MO 63166-6736

Appeal Number: 04A-UI-06524-AT
OC: 05-09-04 R: 03
Claimant: Appellant (2)

This Decision Shall Become Final, unless within fifteen (15) days from the date below, you or any interested party appeal to the Employment Appeal Board by submitting either a signed letter or a signed written Notice of Appeal, directly to the **Employment Appeal Board, 4th Floor—Lucas Building, Des Moines, Iowa 50319.**

The appeal period will be extended to the next business day if the last day to appeal falls on a weekend or a legal holiday.

STATE CLEARLY

1. The name, address and social security number of the claimant.
2. A reference to the decision from which the appeal is taken.
3. That an appeal from such decision is being made and such appeal is signed.
4. The grounds upon which such appeal is based.

YOU MAY REPRESENT yourself in this appeal or you may obtain a lawyer or other interested party to do so provided there is no expense to Workforce Development. If you wish to be represented by a lawyer, you may obtain the services of either a private attorney or one whose services are paid for with public funds. It is important that you file your claim as directed, while this appeal is pending, to protect your continuing right to benefits.

(Administrative Law Judge)

(Decision Dated & Mailed)

Section 96.5-1-j – Temporary Employment Firms

STATEMENT OF THE CASE:

Artrilla M. Baker filed a timely appeal from an unemployment insurance decision dated June 8, 2004, reference 02, which disqualified her for benefits. After due notice was issued, a telephone hearing was held June 29, 2004 with Ms. Baker participating. Office Supervisor Allison Rushford testified for the employer, Adecco USA, Inc., which was represented by Beverly Lamb of TALX UC eXpress. Employer's Exhibits 1 and 2 were admitted into evidence.

FINDINGS OF FACT:

Having heard the testimony of the witnesses and having examined all of the evidence in the record, the administrative law judge finds: Artrilla M. Baker was employed by Adecco USA, Inc. from June 17, 2002 on assignment at Toyota Motor Sales until May 3, 2003. When hired, Ms. Baker signed a 25 point commitment sheet which required, among other things, that she contact Adecco within 48 hours of the completion of each assignment. Adecco did not provide Ms. Baker with a copy of the document.

During the week that Ms. Baker's assignment ended, she was told by someone at Adecco that no other assignments were then available. At some point in time after the assignment ended, Ms. Baker completed an application for work at Weyerhaeuser and brought the document to the Adecco office.

REASONING AND CONCLUSIONS OF LAW:

The question is whether Ms. Baker's separation from employment with Adecco on May 3, 2003 was a disqualifying event. It was not.

The general rule in Iowa is that each temporary assignment is considered a separate period of employment and that in the election not to report for a new assignment is not considered a voluntary separation from employment. See 871 IAC 24.26(19). The general rule has been modified for those temporary employment services who follow the provisions of Iowa Code Section 96.5-1-j.

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.

The statute requires that the temporary employment firm provide a separate notice to its employees that they contact the temporary employment firm within three working days after the end of an assignment. The evidence in this record establishes that the document signed by the claimant was on a form along with 24 other items, that it required contact within 48 hours and that the company did not provide a copy to Ms. Baker. The administrative law judge concludes that the company did not substantially comply with the provisions of Iowa Code Section 96.5-1-j. Therefore, it is immaterial whether or not Ms. Baker contacted the company after the end of the assignment. No disqualification may be imposed.

DECISION:

The unemployment insurance decision dated June 8, 2004, reference 02, is reversed. The claimant is entitled to receive unemployment insurance benefits, provided she is otherwise eligible.

tjc/tjc