

**IOWA WORKFORCE DEVELOPMENT
UNEMPLOYMENT INSURANCE APPEALS**

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

TAWNIA D MEARS

Claimant

APPEAL NO. 12A-UI-06540-AT

**ADMINISTRATIVE LAW JUDGE
DECISION**

TEAM STAFFING SOLUTIONS INC

Employer

OC: 04/29/12

Claimant: Appellant (1)

Section 96.5-1-j – Quit From Temporary Employment

STATEMENT OF THE CASE:

Tawnia D. Mears filed a timely appeal from an unemployment insurance decision dated May 25, 2012, reference 01, that disqualified her for benefits. After due notice was issued, a telephone hearing was held June 27, 2012 with Ms. Mears participating. Claims Administrator Sarah Fiedler participated for the employer, Team Staffing Solutions, Inc. Employer Exhibit One was admitted into evidence.

ISSUE:

Did the claimant leave work with good cause attributable to the employer?

FINDINGS OF FACT:

Tawnia D. Mears began employment with Team Staffing Solutions, Inc. on assignment at Winegard on April 29, 2011. On April 28, 2011 the company had given Ms. Mears a separate written notification advising her that she must contact the employer within three working days after the end of each assignment in order to seek reassignment. The assignment ended at the client's choice on May 1, 2012. Team Staffing Solutions' on-site supervisor, Kayla Anderson, telephoned Ms. Mears with the news. She told Ms. Mears that it was not necessary to come to the assignment location again. She did not instruct Ms. Mears to stay away from the Team Staffing Solutions own office. Ms. Mears did not request further assignment from Team Staffing Solutions by the end of business on May 4, 2012.

REASONING AND CONCLUSIONS OF LAW:

The question is whether the claimant's separation from employment should be treated as a quit without good cause attributable to the employer for unemployment insurance purposes. It should.

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 evidence establishes that the employer had provided Ms. Mears with the required separate written statement notifying her of her responsibility to seek reassignment. The record establishes that Ms. Mears failed to do so. Her testimony that Ms. Anderson advised her to stay away from all Team Staffing Solutions locations is not credible. Benefits are withheld.

DECISION:

The unemployment insurance decision dated May 25, 2012, reference 01, is affirmed. Benefits are withheld until the claimant has worked in and has been paid wages for insured work equal to ten times her weekly benefit amount, provided she is otherwise eligible.

Dan Anderson
Administrative Law Judge

Decision Dated and Mailed

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