

**IOWA WORKFORCE DEVELOPMENT
UNEMPLOYMENT INSURANCE APPEALS**

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

ANGELA M JOHNSON
Claimant

APPEAL NO: 18A-UI-11993-TN-T

**ADMINISTRATIVE LAW JUDGE
DECISION**

TEMPRO SERVICES INC
Employer

OC: 12/03/17
Claimant: Appellant (2)

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

STATEMENT OF THE CASE:

Angela M. Johnson, the claimant, filed a timely appeal from the December 7, 2018, reference 03 fact-finder's unemployment insurance decision that denied benefits. After due notice was provided, a telephone hearing was held on January 3, 2019. Claimant participated. Employer participated by Ms. Colleen McGuinty, UI Benefit Coordinator.

ISSUE:

The issue is whether the claimant's 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: Angela Johnson was most recently employed by Temprow Services, Inc. from April 2, 2018 until October 22, 2018 when she was notified by Temprow Services, Inc. that the temporary assignment had come to an end. Ms. Johnson had been assigned to work as a full-time dispatcher at the Kone, Inc. Co. Ms. Johnson was paid by the hour.

On February 13, 2018, Angela Johnson was provided a copy of the company's three day notification policy which requires temporary service employees to contact the temporary employment company within three working days after the completion of each work assignment. The purpose of the requirement is to provide notice to the temporary employment service that the claimant is available for additional work assignments.

Ms. Johnson received a message on her answering machine on October 22, 2018 informing her that her temporary job assignment at Kone, Inc. had come to an end. On that date, Ms. Johnson called Temprow Services, Inc. back seeking additional information on why her work assignment had come to an end. During her conversation with the female worker who had answered her call, Ms. Johnson specifically asked whether there were any other job assignments available to her, because she needed work. In response to Ms. Johnson's inquiry about more work, the Temprow Services representative responded "there is no work available."

The employer's practice is to have staff notate whenever a temporary service worker calls to inquire about additional work. Because company records show no entries from staff notating that Ms. Johnson had inquired about more work, the company concluded that Ms. Johnson had not met her obligation to contact the temporary employment service within three working days of a completion of her last work assignment for more work.

REASONING AND CONCLUSIONS OF LAW:

The question is whether Angela Johnson's separation from the temporary employment agency was for good cause accountable 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.

The evidence in the record indicates that Angela Johnson was aware of her obligation to contact the temporary employment service within three working days of completion of each work assignment.

Based upon the evidence in the record and the application of the appropriate law, the administrative law judge concludes that Angela Johnson's separation from the temporary employment agency was attributable to the temporary employment agency. Angela Johnson is eligible for benefits, provided that she meets all other eligibility requirements. The employer's account shall be charged for benefits paid to the claimant.

DECISION:

Agency representative's unemployment insurance decision dated December 7, 2018, reference 03 is reversed. Claimant left employment with good cause attributable to the temporary employment agency. The claimant is eligible for benefits, provided that she meets all other eligibility requirements of Iowa law.

Terry P. Nice
Administrative Law Judge

Decision Dated and Mailed

tn/scn