

**IOWA WORKFORCE DEVELOPMENT  
UNEMPLOYMENT INSURANCE APPEALS**

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

**ROSEMARY WATSON**  
Claimant

**APPEAL NO. 08A-UI-06394-JTT**

**ADMINISTRATIVE LAW JUDGE  
DECISION**

**ANNA ENTERPRISES  
STAFFING SOLUTIONS**  
Employer

**OC: 06/08/08 R: 02  
Claimant: Respondent (2)**

Iowa Code Section 96.5(1)(j) – Separation From Temporary Employment

**STATEMENT OF THE CASE:**

Staffing Solutions filed a timely appeal from the July 7, 2008 reference 01, decision that allowed benefits. After due notice was issued, a hearing was held on August 1, 2008. Claimant Rosemary Watson participated. Anitra Horn, Temp Coordinator, represented the employer and presented additional testimony through Bill Van Sloun, Manager. Exhibit One was received into evidence. The administrative law judge took official notice of the Agency's record of benefits disbursed to the claimant, which records indicate that no benefits have been disbursed to the claimant in connection with the claimant established June 8, 2008. The administrative law judge took official notice of the Clerk of Court records concerning Polk County case numbers AGCR213514 and AGCR214357, which records are available the Iowa Judicial Branch website, [www.iowacourts.state.ia.us](http://www.iowacourts.state.ia.us).

**ISSUE:**

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: Rosemary Watson established her working relationship with Staffing Solutions in 1999 and had several assignments through the temporary employment agency. Ms. Watson's last assignment ended on December 7, 2007. The client business, Maurice's, notified Ms. Watson that the assignment was ending. Ms. Watson completed the assignment. Ms. Watson then did not have any contact with the temporary employment agency until June 18, 2008. Ms. Watson was incarcerated at the Polk County Jail from December 13 to December 27, 2007. Ms. Watson was then transported to the Iowa Medical Classification Center at Oakdale and subsequently transported to the Women's Correctional Facility at Mitchellville. Ms. Watson was released from the Correctional Facility on May 29, 2008.

On March 20, 2007, the employer provided Ms. Watson with a copy of the policy that required her to contact the employer within three working days of the end of an assignment to let the

employer know that she was available for a new assignment. Ms. Watson signed the policy. The written policy Ms. Watson signed and received referenced only the end-of-assignment notice requirement and the potential effect on Ms. Watson's unemployment insurance benefit eligibility if Ms. Watson failed to comply with the policy.

**REASONING AND CONCLUSIONS OF LAW:**

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.

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 evidence in the record indicates that the employer had an end-of-assignment notice policy that complied with Iowa Code section 96.5(1)(j). The weight of the evidence indicates that the claimant did not notify the employer within three days of the end of the assignment that she was available for additional assignments.

Based on the evidence in the record and application of the appropriate law, the administrative law judge concludes that Ms. Watson's separation from the temporary employment agency was without good cause attributable to the temporary employment agency. Accordingly, Ms. Watson is disqualified for benefits until she has worked in and been paid wages for insured work equal to ten times her weekly benefit amount, provided she is otherwise eligible. The employer's account will not be charged for benefits paid to Ms. Watson.

**DECISION:**

The Agency representative's July 7, 2008 reference 01, decision is reversed. The claimant's separation from the temporary employment agency was without good cause attributable to the temporary employment agency. The claimant is disqualified for benefits until she has worked in and been paid wages for insured work equal to ten times her weekly benefit amount, provided she is otherwise eligible. The employer's account will not be charged.

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James E. Timberland  
Administrative Law Judge

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Decision Dated and Mailed

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