

**IOWA WORKFORCE DEVELOPMENT
UNEMPLOYMENT INSURANCE APPEALS**

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

RICKEY L GRIFFIN
Claimant

APPEAL NO: 06A-UI-09010-HT

**ADMINISTRATIVE LAW JUDGE
DECISION**

EXPRESS SERVICES INC
Employer

**OC: 07/30/06 R: 03
Claimant: Respondent (1)**

Section 96.5(1)j – Quit/Temporary

STATEMENT OF THE CASE:

The employer, Express Services, filed an appeal from a decision dated August 31, 2006, reference 03. The decision allowed benefits to the claimant, Rickey Griffin. After due notice was issued a hearing was held by telephone conference call on September 25, 2006. The claimant participated on his own behalf. The employer participated by Staffing Consultant Heather Wickman.

ISSUE:

The issue is whether the claimant quit work with good cause attributable to the employer.

FINDINGS OF FACT:

Rickey Griffin was employed by Express Services starting in 1998. His work was sporadic and his most recent employment began on January 30 and ended February 21, 2006. He was assigned to a client company, Adidas.

On February 21, 2006, Adidas informed Staffing Consultant Heather Wickman that it did not want Mr. Griffin to return because his training progress had not been satisfactory. Ms. Wickman notified the claimant the same day he did not need to report back to this client company.

Mr. Griffin called on February 22 and 23, 2006, and talked to Lori about another assignment. No work was available at that time.

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.

The claimant did contact the temporary agency within three days of the end of his assignment to request more work, but none was available. He complied with the requirements of the above Iowa Code section and disqualification may not be imposed.

DECISION:

The representative's decision of August 31, 2006, reference 03, is affirmed. Rickey Griffin is qualified for benefits, provided he is otherwise eligible.

Bonny G. Hendricksmeier
Administrative Law Judge

Decision Dated and Mailed

bgh/pjs