

**IOWA WORKFORCE DEVELOPMENT  
UNEMPLOYMENT INSURANCE APPEALS**

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

**TED RODGERS**

Claimant

**APPEAL NO: 10A-UI-16311-DWT**

**ADMINISTRATIVE LAW JUDGE  
DECISION**

**LABOR READY MIDWEST**

Employer

**OC: 10/03/10**

**Claimant: Respondent (1)**

Iowa Code § 96.5-1-j – Voluntary Quit and Temporary Employment Firms

**PROCEDURAL STATEMENT OF THE CASE:**

The employer appealed a representative's November 12, 2010 determination (reference 02) that held the claimant qualified to receive benefits and the employer's account subject to charge because the claimant's employment separation was for non disqualifying reasons. The claimant participated in the hearing. Amber Hatfield, the branch manager, appeared on the employer's behalf. Based on the evidence, the arguments of the parties, and the law, the administrative law judge finds the claimant qualified to receive benefits.

**ISSUE:**

Did the claimant voluntarily quit his employment for reasons that qualify him to receive benefits, or did the employer discharge him for work-connected misconduct?

**FINDINGS OF FACT:**

The employer is a temporary staffing firm. The claimant registered to work for the employer in August 2000. When the claimant initially registered to work, he signed a form indicating he was required to contact the employer within three working days of completing an assignment. If he did not make a timely contact for more work, the employer considered him to have voluntarily quit his employment without good cause. This form is given to the employee only if the employee requests a copy of the paperwork he signs.

The claimant became increasingly frustrated with the employer when the office was closed and he could not pick up wages he had earned that day. The employer informs people they can receive wages on the day an assignment is completed. The claimant reported problems with the employer's office closed. After the claimant made his complaint, someone stayed in the office for a while.

The employer assigned the claimant to a job on July 14, 2010. The claimant finished this assignment on July 21, 2010. After completing the assignment, the claimant went to the employer's office to pick up the wages he earned. The office was closed but indicated someone would return shortly. The claimant waited the rest of the afternoon for the employer's office to open back up. No one came back to the office that day. When the claimant could not again get

his wages, he decided he would not request another assignment from the employer. The claimant registered with another temporary staffing agency the next day. The claimant picked up his wages from the employer the next day.

The employer requires people to sign a form at the office every day the person is available for work. The claimant has not signed this paper after July 21 indicating he is available to work or wants the employer to assign him a job. In September when the employer needed special skills for a job, the employer contacted the claimant about the assignment.

#### **REASONING AND CONCLUSIONS OF LAW:**

A claimant is not qualified to receive unemployment insurance benefits if he voluntarily quits employment without good cause attributable to the employer, or an employer discharges him for reasons constituting work-connected misconduct. Iowa Code §§ 96.5-1, 2-a. An individual who is a temporary employee of a temporary employment firm may be disqualified from receiving unemployment insurance benefits if he does not notify the temporary employment firm within three working days after completing the job assignment in an attempt to obtain another job assignment. To be disqualified from receiving benefits, at the time of hire the employer must advise the individual in writing of the three-day notification rule and that the individual may be disqualified from receiving unemployment insurance benefits if he fails to notify the employer.

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. Iowa Code § 96.5-1-j.

The evidence does not establish that the employer satisfied the requirements of Iowa Code § 96.5-1-j. Even though the claimant signed paperwork that he was required to contact the employer within three days of completing a job assignment, the facts do not indicate if he received a copy of this paperwork. The employer either keeps the signed copy in the individuals' personnel file or the individual receives a copy of the document.

Even if the claimant received a copy of the form he signed, he contacted and talked to the employer on July 22, 2010, when he picked up his check.

On July 21, 2010, the claimant decided he was not going to work for the employer again because of problems he had getting his wages. As a result of his growing frustration with the employer, he registered to work for another temporary employment firm and decided he would not request another assignment from the employer. The claimant's decision to register and work for another temporary employment firm does not disqualify him to receive benefits.

**DECISION:**

The representative's November 12, 2010 determination (reference 02) is affirmed. After the claimant completed a temporary assignment, he informed the employer he had completed the assignment, but decided he would no longer seek or accept work from the employer because of on-going problems he had getting a timely paycheck. Since the evidence does not establish that all conditions of Iowa Code § 96.5-1-j were satisfied, the claimant is qualified to receive benefits as of October 3, 2010. The employer's account is subject to charge.

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Debra L. Wise  
Administrative Law Judge

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Decision Dated and Mailed

dlw/pjs