

**IOWA WORKFORCE DEVELOPMENT  
UNEMPLOYMENT INSURANCE APPEALS BUREAU**

---

**CHARLES E SCOTT**  
Claimant

**ADECCO USA INC**  
Employer

**APPEAL 21A-UI-09192-AR-T**

**ADMINISTRATIVE LAW JUDGE  
DECISION**

**OC: 02/16/20  
Claimant: Appellant (1)**

---

Iowa Code § 96.5(1) – Voluntary Quitting  
Iowa Code § 96.4(3) – Ability to and Availability for Work

**STATEMENT OF THE CASE:**

On March 31, 2021, claimant, Charles E. Scott, filed an appeal from the March 29, 2021, reference 08, unemployment insurance decision that denied benefits based upon the determination that claimant voluntarily left employment with the employer, Adecco USA, Inc., when he failed to call and request additional work within three days after his assignment ended. The parties were properly notified about the hearing held by telephone on June 4, 2021. The claimant participated personally. The employer participated through its hearing representative, Thomas Kuiper, with Certified Lead Recruiter Laura Crow acting as the employer's witness.

**ISSUE:**

Did claimant quit employment without good cause attributable to the employer?

**FINDINGS OF FACT:**

Having reviewed all of the evidence in the record, the administrative law judge finds: The claimant last worked on assignment through the employer on August 1, 2020. That assignment was a one-day assignment.

Since his last assignment ended on August 1, 2020, claimant has been offered additional work by the employer, but he has not accepted work. This is because the employer frequently offers assignments at the casino, but these are usually late-night shifts. Claimant must get to and from work on the bus, and casino shifts usually require that he stay until after the bus stops running for the night. He cannot accept late-night assignments regularly for this reason.

Claimant did accept one assignment in September 2020, but did not ultimately report to work the assignment because of the transportation issue. The shift for that assignment started before the buses began running, even after the employer altered the start time for claimant in an attempt to accommodate his transportation requirements.

The parties agree that claimant always speaks with the employer within three days of the end of any assignment he takes. The same was true after claimant's August 1, 2020, assignment

ended. Crow spoke with claimant on August 3, 2020, in order to finalize payroll. Crow indicates that claimant remains an employee in good standing, and the employer continues to offer him job assignments for which he is qualified.

**REASONING AND CONCLUSIONS OF LAW:**

For the reasons that follow, the administrative law judge concludes the claimant voluntarily left the employment without good cause attributable to the employer.

Iowa Code § 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. (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 lettered paragraph:

(a) "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.

(b) "Temporary employment firm" means a person engaged in the business of employing temporary employees.

Iowa Admin. Code r. 871—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 § 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 § 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 purpose of the statute is to provide notice to the temporary agency employer that the claimant is available for work at the conclusion of each temporary assignment so they may be reassigned and continue working. The plain language of the statute allows benefits for a claimant “who notifies the temporary employment firm of completion of an assignment and who seeks reassignment.”

In this case, the employer had notice of the claimant’s availability because it was notified of the end of the assignment but claimant did not request another assignment. He has not accepted additional assignment offers since his last day of work on August 1, 2020, but he has not demonstrated that this was due to good cause attributable to the employer.

**DECISION:**

The March 29 2021, reference 08, unemployment insurance decision is affirmed. Claimant quit without good cause attributable to the employer and benefits are denied.



---

Alexis D. Rowe  
Administrative Law Judge

June 22, 2021  
Decision Dated and Mailed

ar/scn