

#### FINDINGS OF FACT:

Having reviewed all of the evidence in the record, the administrative law judge finds: USA Staffing is a temporary employment agency. Sam Haim commenced his first assignment with the employer on April 19, 2005. Mr. Haim completed his last assignment with the employer on June 27, 2005. That assignment was a one-day data entry assignment at the Department of Human Services office on Army Post Road in Des Moines. Mr. Haim received \$10.46 per hour for the assignment. Mr. Haim notified the employer the same day that he was available for a new assignment. The employer did not offer Mr. Haim a new assignment at that time. The employer did not have any additional contact with Mr. Haim until July 12, 2005.

The employer has a written policy that required Mr. Haim to notify the employer upon completion of an assignment. The policy appeared in three places: the application for employment, the employee handbook, and the employee policy acknowledgement form, which specifically referenced Iowa Code section 96.5(1)(j) and the requirements set forth therein. On December 27, 2004, Mr. Haim signed acknowledgements regarding receipt and review of each of the three documents.

#### REASONING AND CONCLUSIONS OF LAW:

The question is whether the evidence in the record establishes that Mr. Haim's separation from the employment was for good cause attributable to the employer. It does.

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(15) provides, in relevant part, as follows:

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:

Employee of temporary employment firm.

a. The individual is a temporary employee of a temporary employment firm who notifies the temporary employment firm within three days of completion of an employment assignment and seeks reassignment under the contract of hire. The employee must be advised by the employer of the notification requirement in writing and receive a copy.

d. Notification may be accomplished by going to the employer's place of business, telephoning the employer, faxing the employer, or any other currently accepted means of communications. Working days means the normal days in which the employer is open for business.

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 Mr. Haim fulfilled his obligations pursuant to Iowa Code section 96.5(1)(j) by contacting the employer on June 27, 2005, to advise he had completed his assignment and to inquire about additional assignments. The employer did not offer Mr. Haim an assignment at that time and did not initiate further contact with Mr. Haim until

July 12. Given that Mr. Haim fulfilled his obligations under Iowa Code section 96.5(1)(j), the separation from the employment is deemed to be for good cause attributable to the employer. Mr. Haim is eligible for benefits, provided he is otherwise eligible. The employer's account may be charged for benefits paid to Mr. Haim.

The employer offered evidence related to whether Mr. Haim had refused a suitable offer of employment. However, the issue of whether Mr. Haim refused a suitable offer of employment was not before the administrative law judge. The matter will be remanded so that the issue may be addressed by the factfinder.

DECISION:

The Agency representative's October 18, 2005, reference 01, decision is modified as follows. The claimant was not discharged. However, the claimant's separation from employment was attributable to the employer. The claimant had adequate contact with the employer about his availability as required by statute. The claimant is eligible for benefits provided he is otherwise eligible. The employer's account may be charged. The matter is remanded to address the issue of whether the claimant refused a suitable offer of employment.

jt/kjw