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

CRAIG E CRAWFORD
Claimant

APPEAL NO. 11A-UI-05454-CT

**ADMINISTRATIVE LAW JUDGE
DECISION**

SEDONA STAFFING
Employer

OC: 07/11/10
Claimant: Appellant (2)

Section 96.5(1)j – Temporary Employment

STATEMENT OF THE CASE:

Craig Crawford filed an appeal from a representative's decision dated April 18, 2011, reference 04, which denied benefits based on his separation from Sedona Staffing. After due notice was issued, a hearing was held by telephone on May 18, 2011. The employer participated by Kirsten Lester, Account Manager, and Colleen McGuinty, Unemployment Benefits Administrator. Mr. Crawford did not respond to the notice of hearing.

ISSUE:

At issue in this matter is whether Mr. Crawford was separated from employment for any disqualifying reason.

FINDINGS OF FACT:

Having heard the testimony and having reviewed all of the evidence in the record, the administrative law judge finds: Mr. Crawford began working for Sedona Staffing, a temporary placement firm, on December 1, 2010 and was assigned to work full time for NIS. The assignment was a "temp-to-hire" position that could have resulted in a permanent placement with NIS. Mr. Crawford was removed from the assignment on March 16, 2011 because of an altercation with coworkers.

A representative of Sedona Staffing notified Mr. Crawford on March 16 that he was not to return to his assignment with NIS. The representative spoke to him two times that day but did not offer him further work on either occasion. The next contact with him was on April 19 and no work was offered at that time. He has not been offered further work at any point since March 16.

On November 17, 2010, Mr. Crawford signed a document advising him that he needed to seek reassignment with Sedona Staffing within three working days of the end of each assignment. He was further advised that a failure to do so might be considered a voluntary quit. A copy of the document was given to him for his records.

REASONING AND CONCLUSIONS OF LAW:

An individual employed by a temporary placement firm must complete his last assignment in order to avoid the voluntary quit provisions of the law. See 871 IAC 24.26(19). Mr. Crawford completed his assignment with NIS as he worked until no further work was available to him. Although he was released from NIS due to an altercation at work, Sedona Staffing still considered him an employee.

An employee of a temporary placement firm is required to notify the firm of the end of an assignment within three working days of the assignment ending. The provisions of Iowa Code section 96.5(1)j set forth the employer's responsibility with respect to notifying the employee of this requirement. The notice Mr. Crawford signed with Sedona Staffing on November 17, 2010 comports with the requirements of section 96.5(1)j. The statute provides that the failure to give notice within three working days that an assignment has ended will be deemed a voluntary quit.

In essence, the law requires that the temporary employee give notice that his assignment has ended. This notice gives the temporary employer an opportunity to provide further work. In the case at hand, it was the temporary placement firm that notified Mr. Crawford his assignment was over. In such a circumstance, it would serve no useful purpose to have an individual call the temporary agency back to give the same notice it already has. The case would be a different matter if it had been NIS that notified Mr. Crawford his assignment was over.

Inasmuch as the employer had actual notice that the assignment was over on the day it ended, it is concluded that section 96.5(1)j is not a bar to Mr. Crawford's receipt of benefits.

DECISION:

The representative's decision dated April 18, 2011, reference 04, is hereby reversed. Mr. Crawford was separated from Sedona Staffing on March 16, 2011 for no disqualifying reason. Benefits are allowed, provided he is otherwise eligible.

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Carolyn F. Coleman
Administrative Law Judge

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Decision Dated and Mailed

cfc/css