

**IOWA WORKFORCE DEVELOPMENT
UNEMPLOYMENT INSURANCE APPEALS**

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

GEORGE L PETERS
Claimant

APPEAL NO. 08A-UI-03559-JTT

**ADMINISTRATIVE LAW JUDGE
DECISION**

USA STAFFING INC
LABOR WORLD
Employer

OC: 03/09/08 R: 02
Claimant: Respondent (1)

Iowa Code Section 96.5(1)(j) – Separation From Temporary Employment

STATEMENT OF THE CASE:

USA Staffing, Inc., filed a timely appeal from the April 8, 2008, reference 06, decision that allowed benefits. After due notice was issued, a hearing was held on April 24, 2008. The claimant participated. Carrie Meyer, Branch Manager, represented the employer. The administrative law judge took official notice of the Agency's record of benefits paid to the claimant.

ISSUE:

Whether the claimant's October 3, 2007, separation from the temporary employment agency was for good cause attributable to the employer.

FINDINGS OF FACT:

Having reviewed all of the evidence in the record, the administrative law judge finds: George Peters established his employment relationship with USA Staffing, Inc., at the end of August 2007. On August 31, 2007, Mr. Peters commenced a full-time temporary employment assignment at Monsanto. The assignment ended on October 3, 2008. USA Staffing representative Adella Velasquez notified Mr. Peters that the assignment would be ending. At the same time, Ms. Velasquez discussed a possible new assignment with Mr. Peters. Mr. Peters expressed interest in the new assignment. Ms. Velasquez told Mr. Peters that she would get back to him, but never did. On October 5, Mr. Peters contacted the USA Staffing office and spoke with a representative. Mr. Peters asked the representative about the status of the cleaning assignment. The representative said that he did not have any additional information at that time.

The employer had a written policy that required Mr. Peters to notify the employer with three business days of the end of an assignment that the assignment had ended and that he was available for a new assignment. The policy appeared in two forms. One form was a stand-alone policy that only contained the notification requirement. The employer provided Mr. Peters with a copy of the policy in both forms.

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.

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 the employer's end-of-assignment notification policy satisfied the requirements of Iowa Code section 96.5(1)(j). The evidence indicates that Mr. Peters satisfied the notification requirement by speaking directly with a USA Staffing representative on the day his assignment ended. The evidence indicates that Mr. Peters indicated that he was available for a new assignment. The evidence indicates that Mr. Peters made further contact with the employer within three business days of the end of the assignment to again express interest in the assignment he had discussed with the representative. The employer did not have a new assignment available for Mr. Peters at that time. Mr. Peters' October 3, 2007 separation from the temporary employment agency was for good cause attributable to the temporary employment agency. Mr. Peters is eligible for benefits, provided he is otherwise eligible. The employer's account may be charged.

DECISION:

The Agency representative's April 8, 2008, reference 06, decision is affirmed. The claimant's separation from the temporary employment agency was for good cause attributable to the temporary employment agency. The claimant is eligible for benefits, provided he is otherwise eligible. The employer's account may be charged for benefits paid to the claimant.

James E. Timberland
Administrative Law Judge

Decision Dated and Mailed

jet/kjw