

**IOWA WORKFORCE DEVELOPMENT
UNEMPLOYMENT INSURANCE APPEALS**

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

EVERETT KNIGHT JR
Claimant

APPEAL NO. 11A-UI-11521-NT

**ADMINISTRATIVE LAW JUDGE
DECISION**

TEAM STAFFING SOLUTIONS INC
Employer

**OC: 02/13/11
Claimant: Appellant (1)**

Section 96.5-1-j – Seeking Reassignment From Temporary Employer
Section 96.5-1 – Voluntary Quit

STATEMENT OF THE CASE:

Claimant filed a timely appeal from a representative's decision dated August 25, 2011, reference 04, which denied unemployment insurance benefits. After due notice, a telephone hearing was held on September 27, 2011. Claimant participated personally. The employer participated by Ms. Sarah Fiedler, Claims Administrator.

ISSUE:

The issue is whether the claimant left employment with good cause attributable to the employer.

FINDINGS OF FACT:

Having considered all of the evidence in the record, the administrative law judge finds: Everett Knight, Jr. was most recently employed by Team Staffing Solutions from May 2, 2011 until June 30, 2011 when he was removed by the client from the temporary assignment. Mr. Knight was assigned to work at the H J Heinz Company as a production laborer and was being paid by the hour.

On June 30, 2011, Mr. Knight was informed by a representative of the H J Heinz Company not to report to work the following day and informed that there would be no work for him the week of July 4, 2011. The claimant believed, however, that work might be available to him the following week, July 11, 2011. Mr. Knight called the H J Heinz Company's hot line each day during the week of July 11, 2011 and each day a recorder informed the claimant that there was no work available to him.

At the time of hire Mr. Knight signed an agreement with Temporary Staffing Solutions to contact the temporary employment service within three working days of the end of each temporary assignment. The purpose of the agreement was so that the temporary employer would be informed that the assignment had ended and to also make the temporary employment service aware of the claimant's availability for additional assignments. Although Mr. Knight had signed

the agreement and was aware of it, he did not contact Team Staffing Solutions to inform them that his assignment with the H J Heinz Company had ended until August 8, 2011.

The H J Heinz Company had also notified Team Staffing Solutions on or about June 30, 2011 that Mr. Knight's assignment had ended. The client employer had chosen to have the claimant removed from the assignment due to dissatisfaction with the claimant's work and his grooming. The temporary employer had attempted to contact Mr. Knight on three occasions between July 1 and July 6, 2011 but had been unable to reach the claimant.

REASONING AND CONCLUSIONS OF LAW:

For the reasons that follow the administrative law judge concludes the claimant voluntarily left 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. 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.

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 a temporary assignment. The evidence

establishes that Mr. Knight was told on June 30 not to report to work the following day nor the next week by a representative of the H J Heinz Company. Mr. Knight did not notify Team Staffing Solutions that his assignment had ended at that time nor did the claimant notify the temporary employment service that the assignment had ended although the claimant knew or should have known that no more work was available to him when he called the H J Heinz Company each day for an extended period of time and no work was available to him. During this time it appears the claimant was engaged in self employment. In this case the claimant failed to provide notice to the temporary employment service that his assignment ended or that he was available for additional assignments. Benefits are withheld.

DECISION:

The representative's decision dated August 25, 2011, reference 04, is affirmed. Claimant's separation was not attributable to the employer. Unemployment insurance benefits are withheld until the claimant has worked in and been paid wages for insured work equal to ten times his weekly benefit amount, and meets all other eligibility requirements.

Terence P. Nice
Administrative Law Judge

Decision Dated and Mailed

pjs/pjs