

**IOWA WORKFORCE DEVELOPMENT  
UNEMPLOYMENT INSURANCE APPEALS**

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

**ALAN W STEPHENSON**  
Claimant

**APPEAL NO. 11A-UI-03331-JTT**

**ADMINISTRATIVE LAW JUDGE  
DECISION**

**TEMP ASSOCIATES – MARSHALLTOWN**  
Employer

**OC: 10/17/10**  
**Claimant: Appellant (2)**

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

**STATEMENT OF THE CASE:**

Alan Stephenson filed a timely appeal from the March 14, 2011, reference 02, decision that denied benefits. After due notice was issued, a hearing was held on April 7, 2011. Mr. Stephenson participated. Nancy Mullaney, Grinnell Branch Manager, represented the employer. Exhibits One and A were received into evidence.

**ISSUE:**

Whether the claimant's February 3, 2011 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: The employer is a temporary employment agency. Alan Stephenson completed a temporary employment work assignment at Montezuma Manufacturing on February 3, 2011. Nancy Mullaney, Grinnell Branch Manager for Temp Associates, notified Mr. Stephenson on that day that the assignment was done. Mr. Stephenson was surprised and upset that the assignment had ended and desired to know why the assignment had ended. Later the same day, Ms. Mullaney telephoned Mr. Stephenson to notify him that the reason the client business had ended the assignment was alleged poor work performance. Mr. Stephenson and Ms. Mullaney then discussed Mr. Stephenson's availability for additional assignments. Mr. Stephenson indicated that he was available for first and second shift work. The assignment at Montezuma Manufacturing had been second shift.

The employer has a written end-of-assignment notification policy, which the employer titles "Availability Statement." The document states the following:

As an employee of Temp Associates I am required to sign Temp Associates work available log after my assignment ends or is temporarily stopped within 3 working days. My failure to do so within the time limit will be considered a voluntary quit and my eligibility for unemployment benefits will be affected. My signature below affirms that I received a copy of this statement.

The policy appears as a stand-alone policy set out on a separate document. Mr. Stephenson signed the document on May 6, 2010 and received a copy of the document.

### **REASONING AND CONCLUSIONS OF LAW:**

The weight of the evidence establishes that Mr. Stephenson was discharged from his work assignment on February 3, 2011 for no disqualifying reason. The evidence fails to establish any misconduct on the part of Mr. Stephenson. See Iowa Code § 96.5(2)(a) and 871 IAC 24.32(1)(a).

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.

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 § 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 employer's end-of-assignment policy complies with the requirements of Iowa Code § 96.5(1)(j) insofar in most, but not all, regards. The policy imposes a requirement, not found in the statute, that the employee sign an availability log. The evidence establishes that the policy appeared as a stand-alone policy, that Mr. Stephenson signed it, and that Mr. Stephenson received a copy of it. The weight of the evidence in the record establishes that Mr. Stephenson was in direct contact with the employer on the day his assignment ended and communicated at that time his availability for additional first and second shift work. Through his timely communication to the employer that he was available for additional work, Mr. Stephenson complied with the requirements of Iowa Code § 96.5(1)(j). Mr. Stephenson's February 3, 2011 separation from the temporary employment agency was for good cause attributable to the temporary employment agency. Mr. Stephenson is eligible for benefits, provided he is otherwise eligible. The employer's account may be charged for benefits paid to Mr. Stephenson.

**DECISION:**

The Agency representative's March 14, 2011, reference 02, decision is reversed. The claimant's February 3, 2011 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.

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James E. Timberland  
Administrative Law Judge

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Decision Dated and Mailed

jet/pjs