

**IOWA WORKFORCE DEVELOPMENT
UNEMPLOYMENT INSURANCE APPEALS**

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

MARIAH B MURPHY
Claimant

APPEAL NO. 11A-UI-11246-NT

**ADMINISTRATIVE LAW JUDGE
DECISION**

TEAM STAFFING SOLUTIONS INC
Employer

OC: 07/10/11
Claimant: Appellant (1)

Section 96.5-1-j - Voluntary Leaving (Temporary Employment)

STATEMENT OF THE CASE:

Claimant filed a timely appeal from a representative's decision dated August 17, 2011, reference 02, which denied unemployment insurance benefits. After due notice, a telephone hearing was held on September 20, 2011. The claimant participated personally. The employer participated by Ms. Sarah Fiedler, Claims Administrator.

ISSUE:

At issue is whether the claimant contacted the temporary employer within three working days to establish availability for work.

FINDINGS OF FACT:

Having considered the evidence in the record, the administrative law judge finds: Mariah Murphy was employed by Team Staffing Solutions from June 21, 2010 until the assignment was ended by the client employer on July 5, 2011. Ms. Murphy was assigned to work as an assembly worker at the Winegard Company on a long-term assignment. The claimant had previously been employed by another temporary service who had provided employees to the Winegard facility.

On July 5, 2011, Ms. Murphy was notified by an employee of Team Staffing Solutions that she "no longer needed to report to work at the Winegard facility." The claimant was not given any information as to why the assignment had ended. The client employer requested that Ms. Murphy be removed from the Winegard assignment because of ongoing attendance issues.

At the time that the claimant was hired by Team Staffing Solutions Ms. Murphy signed an agreement agreeing to contact the temporary employment company within three working days of the end of a job assignment to establish the claimant's availability for additional work assignments with the temporary service employer. Although aware of the rule, Ms. Murphy did not contact Team Staffing Solutions as required to establish her availability for additional assignments.

It is the claimant's position that she did not understand that the temporary assignment was ending when she was told that she "no longer needed to report for work." The claimant concluded that she had been "discharged" from Team Staffing Solutions.

REASONING AND CONCLUSIONS OF LAW:

For the reasons that follow the administrative law judge concludes that the claimant voluntarily left employment without good cause attributable to the employer.

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 purpose of the statute is to provide notice to the temporary agency employer that the claimant is available for work at the conclusion of each temporary assignment so they may be reassigned and continue working. In this case the claimant gave the employer no notice of her availability. The claimant was aware based upon the agreement that she had signed with the temporary service employer that she had an obligation to contact the temporary employer within three working days but did not do so. The "work" that Ms. Murphy had with Team Staffing Solutions was as a temporary worker assigned to work at the Winegard Company. The administrative law judge concludes that when the claimant was told that she no longer needed to report to "work" Ms. Murphy knew or should have known that the reference was to the temporary assignment and that she thus had an obligation to establish her availability as per the agreement between the parties. Based upon the claimant's failure to contact the temporary service employer within three working days as required by the statute and the agreement between the parties the administrative law judge concludes that the claimant left employment without good cause attributable to the employer. Benefits are withheld.

DECISION:

The representative's decision dated August 17, 2011, reference 02, is affirmed. The claimant is disqualified. Unemployment insurance benefits are withheld until the claimant works in and has been paid wages for insured work equal to ten times her weekly benefit and meets all other eligibility requirements of Iowa law.

Terence P. Nice
Administrative Law Judge

Decision Dated and Mailed

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