

FINDINGS OF FACT:

Having heard the testimony of the witnesses and having reviewed all of the evidence in the record, the administrative law judge finds: Ms. Henderson's last assignment through USA Staffing, Inc. was with the State of Iowa, where she worked full time until January 16, 2005. The assignment ended when she completed the number of hours for which she was hired to work. Ms. Henderson's next contact with the employer was March 9 but no work was offered at that point.

The employee handbook provided to Ms. Henderson advised that she was to seek reassignment within three working days of the end of an assignment. The handbook contains information on other topics, such as work assignments, health and safety, paycheck distribution, and benefits. A policy acknowledgement form was also provided to Ms. Henderson. The form contains 18 "bullet points," including notice of the three-day requirement.

USA Staffing, Inc. did not offer further work to Ms. Henderson until April 29 when she was offered work with the State of Iowa, Department of Finance. The assignment was for 40 hours each week up to a maximum of 780 hours. The wage offered was \$8.98 per hour. Ms. Henderson declined the assignment because she did not feel she was qualified for it. The job required more experience with Excel software than she had. She was also led to believe that she could not be placed in the assignment because she had exhausted the number of hours she could work for the State of Iowa during the then current fiscal year. On May 4, Ms. Henderson was offered a three-day assignment with the Iowa Department of Human services. The assignment was for a total of 24 hours and paid \$9.00 per hour. Ms. Henderson did not want a short-term assignment and was again led to believe that she could not be placed with the State of Iowa until after the fiscal year.

On June 1, Ms. Henderson notified the employer that she only wanted to be considered for temp-to-hire assignments or those lasting at least five months. The last offer to her was made on June 2 for a five-week assignment with Iowa Public Television. The work was for 40 hours each week and paid \$6.82 per hour. Ms. Henderson declined the assignment because it was not long enough.

REASONING AND CONCLUSIONS OF LAW:

The first issue in this matter is whether Ms. Henderson was separated from employment for any disqualifying reason. She was hired for placement in temporary work assignments. An individual so employed must complete her last assignment in order to avoid the voluntary quit provisions of the law. See 871 IAC 24.26(19). Ms. Henderson completed her last assignment. She was not required to continue seeking temporary assignments unless the provisions of Iowa Code section 96.5(1) were satisfied.

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.

Section 96.5(1)j requires that the three-day notice requirement be provided in a document separate from any contract of employment. The administrative law judge construes the term "contract of employment" to mean any statement of the terms and conditions of the employment. The documents signed by Ms. Henderson contained other terms of the employment in addition to the three-day notice requirement. The documents address work assignments, transportation, what to do to protect one's health and safety, benefits, and other matters. The administrative law judge believes the notice is required to be in a separate document so that the terms are not lost in the myriad of other documents usually signed at the onset of employment. It is concluded that the documents signed by Ms. Henderson do not meet the requirements of section 96.5(1)j. Therefore, its provisions may not form the basis of a disqualification from benefits.

The next issue in this matter is whether Ms. Henderson refused offers of suitable work. The administrative law judge need not determine if the work offered on and after April 29 constituted suitable work. Ms. Henderson was led to believe that she could not be placed in the assignments because they were with the State of Iowa and she had exhausted the number of hours she could work for the state within a fiscal year. All three of the offers were made before the expiration of the fiscal year on June 30, 2005. In essence, all three offers were withdrawn after the employer representative realized Ms. Henderson had already worked 780 hours for the State of Iowa during the then current fiscal year. The employer representative who spoke to Ms. Henderson may have been misinformed as to when and where Ms. Henderson could work for the state. This apparently was the same individual the employer described as being relatively new to the job.

For the reasons stated herein, the administrative law judge concludes that Ms. Henderson was separated from employment for no disqualifying reason and was not offered suitable work after filing her claim for job insurance benefits effective April 10, 2005. Accordingly, benefits are allowed.

DECISION:

The representative's decision dated August 30, 2005, reference 03, is hereby affirmed. Ms. Henderson did not refuse offers of suitable work with USA Staffing, Inc. Benefits are allowed, provided she satisfies all other conditions of eligibility.

cfc/kjf