

**IOWA WORKFORCE DEVELOPMENT  
Unemployment Insurance Appeals Section  
1000 East Grand—Des Moines, Iowa 50319  
DECISION OF THE ADMINISTRATIVE LAW JUDGE  
68-0157 (7-97) – 3091078 - EI**

**KENNETH J DOMBROWSKI  
209 W BUCHANAN  
WINTERSET IA 50273**

**PROFESSIONAL RESOURCES INC  
512 N 4<sup>TH</sup> ST  
RED OAK IA 51566**

**Appeal Number: 05A-UI-07737-DT  
OC: 06/26/05 R: 02  
Claimant: Respondent (1/R)**

**This Decision Shall Become Final**, unless within fifteen (15) days from the date below, you or any interested party appeal to the Employment Appeal Board by submitting either a signed letter or a signed written Notice of Appeal, directly to the **Employment Appeal Board, 4<sup>th</sup> Floor—Lucas Building, Des Moines, Iowa 50319**.

The appeal period will be extended to the next business day if the last day to appeal falls on a weekend or a legal holiday.

STATE CLEARLY

1. The name, address and social security number of the claimant.
2. A reference to the decision from which the appeal is taken.
3. That an appeal from such decision is being made and such appeal is signed.
4. The grounds upon which such appeal is based.

YOU MAY REPRESENT yourself in this appeal or you may obtain a lawyer or other interested party to do so provided there is no expense to Workforce Development. If you wish to be represented by a lawyer, you may obtain the services of either a private attorney or one whose services are paid for with public funds. It is important that you file your claim as directed, while this appeal is pending, to protect your continuing right to benefits.

---

(Administrative Law Judge)

---

(Decision Dated & Mailed)

Section 96.5-1-j – Temporary Employment  
871 IAC 24.26(19) – Temporary Employment

STATEMENT OF THE CASE:

Professional Resources, Inc. (employer) appealed a representative's July 26, 2005 decision (reference 01) that concluded Kenneth J. Dombrowski (claimant) was qualified to receive unemployment insurance benefits after a separation from employment. After hearing notices were mailed to the parties' last-known addresses of record, a telephone hearing was held on August 16, 2005. The claimant failed to respond to the hearing notice and provide a telephone number at which he could be reached for the hearing and did not participate in the hearing. Maria Surgnier appeared on the employer's behalf. During the hearing, Employer's Exhibits Three and Four were entered into evidence. Based on the evidence, the arguments of the employer, and the law, the administrative law judge enters the following findings of fact, reasoning and conclusions of law, and decision.

ISSUE:

Was there a disqualifying separation from employment?

FINDINGS OF FACT:

The employer is a temporary staffing agency. The claimant began his first assignment through the employer on March 11, 2005. He worked full time as a general laborer at the employer's Winterset, Iowa business client through July 1, 2005. The assignment ended that date because the business client was not satisfied with the claimant's production levels. The business client informed both the claimant and the employer of the ending of the assignment on July 1, 2005. A staffing assistant with the employer did speak with the claimant that day and informed him that the employer "would continue looking for him (for) something else." The claimant did not additionally contact the employer seeking reassignment.

Some evidence was presented indicating that the employer offered the claimant another assignment on July 7, 2005, but that the claimant declined the assignment.

REASONING AND CONCLUSIONS OF LAW:

The essential question in this case is whether there was a disqualifying separation from employment.

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.

The intent of the statute is to avoid situations where a temporary assignment has ended and the claimant is unemployed, but the employer is unaware that the claimant is not working could have been offered an available new assignment to avoid any liability for unemployment

insurance benefits. Where a temporary employment assignment has ended and the employer has contact with the claimant at the end of that assignment, the employer is already on "notice" that the assignment is ended; the employer could have offered a new assignment at the time of the contact.

Since on July 1, 2005, the employer had already told the claimant that it was going to be looking for something else for him, he has good cause for not separately "notifying" the employer. Once he has been in contact with the employer and no new assignment was apparently immediately available, the statute does not require that the claimant maintain regular contact or additional checking for new assignments. The separation is deemed to be completion of temporary assignment and not a voluntary leaving. The refusal of an offer of a new assignment would be a separate potentially disqualifying issue. Benefits are allowed, if the claimant is otherwise eligible.

An issue as to whether the claimant was available for work or refused an offer of work arose during the hearing. This issue was not included in the notice of hearing for this case, and the case will be remanded for an investigation and preliminary determination on that issue. 871 IAC 26.14(5).

**DECISION:**

The representative's March 11, 2005 decision (reference 01) is affirmed. The claimant's separation was not a voluntary quit but was the completion of a temporary assignment. The claimant is qualified to receive unemployment insurance benefits, if he is otherwise eligible. The matter is remanded to the Claims Section for investigation and determination of the able and available and refusal issues.

ld/kjw