

**IOWA WORKFORCE DEVELOPMENT  
UNEMPLOYMENT INSURANCE APPEALS**

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

**TIFFANY HUNTER**

Claimant

**APPEAL NO: 13A-UI-00136-DT**

**ADMINISTRATIVE LAW JUDGE  
DECISION**

**TEAM STAFFING SOLUTIONS INC**

Employer

**OC: 09/23/12**

**Claimant: Respondent (1)**

Section 96.5-1-j – Temporary Employment  
871 IAC 24.26(15) – Temporary Employment

**STATEMENT OF THE CASE:**

Team Staffing Solutions, Inc. (employer) appealed a representative's December 28, 2012 decision (reference 02) that concluded Tiffany Hunter (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 February 7, 2013. The claimant participated in the hearing. Sarah Fiedler appeared on the employer's behalf. Based on the evidence, the arguments of the parties, 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 taking assignments through the employer on July 19, 2011. Her third assignment began on May 21, 2012. She worked full time as a recruiter at the employer's Muscatine, Iowa business client through September 28, 2012. The assignment ended that date because the business client deemed the assignment to be completed. The business client informed the employer on September 24, 2012 that the assignment would be ending on September 28. Both the business client and a representative of the employer informed the claimant on September 24 that September 28 would be her last day.

The claimant responded yet on September 24 by sending her representative with the employer an email seeking reassignment after the ending of the current assignment. On September 25 another of the employer's representatives discussed a potential new assignment with the claimant, but because of the standing requirement for that position, it was not suitable for the claimant; however, the claimant again indicated she was interested in other assignments that might become available. The claimant did not again affirmatively contact the employer within the three business days after September 28 to again seek reassignment, so the employer asserts that the claimant voluntarily quit.

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

The essential question in this case is whether there was a disqualifying separation from employment. An employee of a temporary employment firm who has been given proper notice of the requirement can be deemed to have voluntarily quit her employment with the employer if she fails to contact the employer within three business days of the ending of the assignment in order to notify the employer of the ending of the assignment and to seek reassignment. Iowa Code § 96.5-1-j. 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.

The purpose of the statute is not to provide a technical trap to disqualify unwary temporary employees. The statutory requirement to seek “within three working days of the completion of the assignment” does not foreclose an employee who knows that an assignment will be ending to express an interest in reassignment prior to the actual ending date of the current assignment; that request is still prior to three days after the completion date. Where a temporary employment assignment has ended by the completion of the assignment and the employer is aware of the ending of that assignment, the employer is already on “notice” that the assignment is ended; particularly under the facts of this case, here the employer was also on actual notice that the claimant was affirmatively seeking a new assignment upon the ending of the assignment. The claimant was in substantial compliance with the statute; she had good cause for not again re-seeking reassignment in the three days technically after the ending of the assignment. 871 IAC 24.26(15).

Regardless of whether the claimant continued to seek a new assignment with the employer, the separation itself is deemed to be completion of temporary assignment and not a voluntary leaving; a refusal of an offer of a new assignment would be a separate potentially disqualifying issue. Benefits are allowed, if the claimant is otherwise eligible.

## **DECISION:**

The representative’s December 28, 2012 decision (reference 02) 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 she is otherwise eligible.

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Lynette A. F. Donner  
Administrative Law Judge

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Decision Dated and Mailed

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