

**IOWA WORKFORCE DEVELOPMENT  
UNEMPLOYMENT INSURANCE APPEALS**

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

**ROGER L SMITH**  
Claimant

**APPEAL NO. 06A-UI-09748-DT**

**ADMINISTRATIVE LAW JUDGE  
DECISION**

**R J PERSONNEL INC  
TEMP ASSOCIATES**  
Employer

**OC: 09/03/06 R: 04  
Claimant: Respondent (4)**

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

**STATEMENT OF THE CASE:**

R. J. Personnel, Inc., Temp Associates (employer) appealed a representative's September 29, 2006 decision (reference 01) that concluded Roger L. Smith (claimant) was qualified to receive unemployment insurance benefits and that the employer's account might be subject to charge. After hearing notices were mailed to the parties' last-known addresses of record, a telephone hearing was held on October 18, 2006. The claimant participated in the hearing. Mike Thomas 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 either through a voluntary quit without good cause attributable to the employer or through a discharge for misconduct?

**FINDINGS OF FACT:**

The employer is a temporary employment firm. The claimant began taking assignments with the employer on October 24, 2005. His next assignment began on November 29, 2005 and was to run through approximately January 2006. However, his last day of work on that assignment was December 5, 2005. After he worked that date he contacted the employer to report that he was ending the assignment because he had accepted another job, which he began on December 6, 2006.

During a subsequent period of unemployment, the claimant returned to the employer for an assignment that began on July 24, 2006. His last day on that assignment was August 16, 2006. That assignment ended because the claimant completed the assignment and reported this to the employer.

## REASONING AND CONCLUSIONS OF LAW:

There are two separations that must be reviewed. The first is the separation that occurred on December 5, 2005.

Iowa Code section 96.5-1-a 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:

a. The individual left employment in good faith for the sole purpose of accepting other or better employment, which the individual did accept, and the individual performed services in the new employment. Benefits relating to wage credits earned with the employer that the individual has left shall be charged to the unemployment compensation fund. This paragraph applies to both contributory and reimbursable employers, notwithstanding section 96.8, subsection 5.

The claimant did voluntarily quit in order to accept other employment. The claimant is not disqualified from receiving benefits as a result of this quit in the event of a future separation from employment, but the employer's account will not be charged for benefits paid to the claimant based on his wages earned through December 5, 2005.

The next question in this case is whether there was a disqualifying separation from employment on August 16, 2006.

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.

(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 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 is aware of the end of that assignment, the employer is already on "notice" that the assignment is ended and the claimant is available for a new assignment; where the claimant knows that the employer is aware of the ending of the assignment, he has good cause for not separately "notifying" the employer.

Here, the employer was aware that the business client had ended the assignment; it considered the claimant's assignment to have been completed. Benefits are allowed, if the claimant is otherwise eligible.

**DECISION:**

The representative's September 29, 2006 decision (reference 01) is modified in favor of the employer. The claimant voluntarily left his employment on December 5, 2005, but the quit was not disqualifying. The claimant's August 16, 2006 separation was not a voluntary quit but was the completion of a temporary assignment. The claimant is eligible for unemployment insurance

benefits, provided he is otherwise eligible. The employer's account will not be charged for benefits paid to the claimant based on wages paid to him for work performed on or before December 5, 2005.

---

Lynette A. F. Donner  
Administrative Law Judge

---

Decision Dated and Mailed

ld/cs