

**IOWA WORKFORCE DEVELOPMENT  
UNEMPLOYMENT INSURANCE APPEALS**

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

**VIETTA SANCHEZ**  
Claimant

**APPEAL NO: 14A-UI-13250-ET**

**ADMINISTRATIVE LAW JUDGE  
DECISION**

**AVENTURE STAFFING & PROFESSIONAL**  
Employer

**OC: 11/30/14**  
**Claimant: Appellant (2)**

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

**STATEMENT OF THE CASE:**

The claimant filed a timely appeal from the December 17, 2014, reference 01, decision that denied benefits. After due notice was issued, a hearing was held by telephone conference call before Administrative Law Judge Julie Elder on January 21, 2015. The claimant participated in the hearing with Attorney Jennifer Wilkerson. Deb Miller, Human Resources Specialist, participated in the hearing on behalf of the employer. Employer's Exhibits A, B and C, were admitted into evidence.

**ISSUE:**

The issue is whether the claimant's separation is attributable to the employer and whether the claimant sought reassignment from the employer.

**FINDINGS OF FACT:**

The claimant was employed as a full-time clerical employee for Aventure Staffing & Professional last assigned at Tyson Records from September 4, 2014 to November 26, 2014. Tyson Records notified the claimant November 12, 2014, her assignment would end November 26, 2014. She completed the assignment as scheduled.

The employer's policy requires employees to notify it of the completion of an assignment within three working days so the employer knows the employee is able and available for another assignment (Employer's Exhibits A, B and C). The claimant sent the employer an email with her last time sheet December 1, 2014, but did not make a request for an additional assignment. On December 5, 2014, Recruiter Kristine Salem contacted the claimant at 2:20 p.m. and left a voice mail stating she had a two-week assignment available. The claimant called her back at 4:30 p.m. but Ms. Salem had to send the resumes in prior to the claimant contacting her that afternoon. On January 9, 2015, Ms. Salem left the claimant a voice mail about an assignment as a receptionist at H & R Block in Le Mars. Ms. Salem sent the claimant's resume but the client chose to go with a different temporary agency. On January 12, 2015, Ms. Salem left the

claimant a voice mail and the claimant called her back regarding a clerical assignment at a grain elevator. On January 13, 2015, Ms. Salem and the claimant exchanged emails about the claimant's interview with the grain elevator client. The claimant interviewed for that position last week.

The claimant's first assignment with the employer was at Jackson-Hewitt from January 25 through April 20, 2012. The claimant completed the assignment on schedule. She began another assignment at Bodeen's Bakery April 23, 2012, and she worked until August 14, 2012, at which time she was hired as a permanent employee of the bakery. The claimant contacted the employer looking for clerical work August 4, 2014. The claimant never contacted the employer between assignments in the past but was given additional assignments after completing each of her previous assignments with the employer.

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

For the reasons that follow, the administrative law judge concludes the claimant voluntarily left her employment with good cause attributable to the employer.

Iowa Code § 96.5-1 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.

Iowa Code § 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.

The claimant completed her last assignment from the employer at Tyson Records November 26, 2014, as scheduled. The remaining issue is whether the claimant sought reassignment from the employer. In this case, the claimant emailed the employer her last time sheet December 1, 2014, and believed that put the employer on notice that her assignment was over and she was available for further assignment. While that action by itself does not comply with the employer's policy, the claimant's history with the employer set a precedent that resulted in the claimant believing once the employer was aware of the completion of the assignment and that she was interested in further work. The claimant never directly contacted the employer to state her assignments were over and she was able and available for other work during her tenure with the employer but the employer contacted her after each assignment and offered her other work within a short period of time. The claimant had always emailed her last time sheet to the employer and then received another assignment in the past. Given this pattern, the claimant cannot be penalized for following the same procedure she always had and not understanding she needed to contact the employer directly within three days of the completion of her assignment and state she is able and available for additional assignments (Emphasis added).

**DECISION:**

The December 17, 2014, reference 01, decision is reversed. The claimant's separation from employment was attributable to the employer. Benefits are allowed, provided the claimant is otherwise eligible.

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Julie Elder  
Administrative Law Judge

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Decision Dated and Mailed

je/pjs