

**IOWA WORKFORCE DEVELOPMENT
UNEMPLOYMENT INSURANCE APPEALS**

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

BETHANY E SAUNDERS
Claimant

APPEAL NO: 13A-UI-01137-DT

**ADMINISTRATIVE LAW JUDGE
DECISION**

AVENTURE STAFFING
Employer

OC: 12/23/12

Claimant: Respondent (1)

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

STATEMENT OF THE CASE:

Aventure Staffing (employer) appealed a representative's January 29, 2013 decision (reference 01) that concluded Bethany E. Saunders (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 26, 2013. The claimant participated in the hearing. Kayla Neuhalfen appeared on the employer's behalf and presented testimony from one other witness, Carol Thomason. 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 June 20, 2011, working all of her assignments at the employer's Victor, Iowa business client. Her final assignment began on July 16, 2012. She worked full time as a general laborer at the Victor, Iowa business client through August 3, 2012. The assignment ended that date because the business client deemed the assignment to be completed. Both the claimant and the employer were aware that the assignment would be completed as of August 3 for at least a week prior to August 3. On August 3 the claimant called Thomason, then the employer's on-site supervisor, to ask her if there was anything special that she needed to do after she finished her work that day. Thomason responded that there was not, and wished the claimant good luck in her studies. The claimant did not additionally contact the employer within three days of the end of the assignment specifically asking for reassignment as indicated by the employer's policies to avoid being considered to be a voluntary quit.

The reference to the claimant's studies was in reference to the fact that as of about July 10 the claimant had informed the employer that she would no longer be available to work on her regular shift because as of August 22 she was going to go back to school. She had also

specifically informed Thomason of this on July 7 when Thomason was arranging for the claimant to work the assignment from July 16 through August 3, as the claimant wanted to be sure Thomason understood that she needed to be done with the assignment on that shift before August 22 because she would be starting school.

The claimant has been granted Department Approved Training (DAT) status as of August 25, 2012.

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, without good cause, 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 and could have been offered an available new assignment to avoid any liability for unemployment insurance benefits.

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 and the claimant is available for a new assignment; where the claimant knows that the employer is aware of the ending of the assignment, she has good cause for not separately “notifying” the employer. Further, where, as here, the claimant did make a contact with the employer on the agreed upon last day of the assignment and asked “if there was anything else” that she needed to do, if the employer wanted her to do something else to seek reassignment, an instruction to that effect should have been given in response; the claimant had good cause for not doing something further to “seek reassignment.” 871 IAC 24.26(15).

Here, the employer was aware that the business client had ended the assignment; it considered the claimant’s assignment to have been completed. Regardless of whether the claimant continued to seek a new assignment, 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.

A claimant who is otherwise eligible for unemployment insurance benefits and who has been granted DAT status is not required to perform a weekly work search or otherwise be “able and available” for work. Iowa Code § 96.4(6); 871 IAC 24.39. An otherwise chargeable employer is not subject to charge for benefits paid while that claimant is on DAT status. Iowa Code § 96.4(6).

DECISION:

The representative’s January 29, 2013 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 she is otherwise eligible. The employer's account is not subject to charge while the claimant is under DAT status.

Lynette A. F. Donner
Administrative Law Judge

Decision Dated and Mailed

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