

**IOWA WORKFORCE DEVELOPMENT  
UNEMPLOYMENT INSURANCE APPEALS**

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

**BURLENE B BANKS**  
Claimant

**APPEAL NO. 08A-UI-10426-CT**

**ADMINISTRATIVE LAW JUDGE  
DECISION**

**SPHERION ATLANTIC ENTERPRISES**  
Employer

**OC: 08/03/08 R: 02  
Claimant: Appellant (2)**

Section 96.5(1)j – Temporary Employment

**STATEMENT OF THE CASE:**

Burlene Banks filed an appeal from a representative's decision dated October 27, 2008, reference 02, which denied benefits based on her separation from Spherion Atlantic Enterprises (Spherion). After due notice was issued, a hearing was held by telephone on November 20, 2008. Ms. Banks participated personally and Exhibit A was admitted on her behalf. The employer participated by Leatha Hamilton, Customer Service Manager.

**ISSUE:**

At issue in this matter is whether Ms. Banks was separated from employment for any disqualifying reason.

**FINDINGS OF FACT:**

Having heard the testimony of the witnesses and having reviewed all of the evidence in the record, the administrative law judge finds: Ms. Banks began working for Spherion, a temporary placement firm, in December of 2006. Her last assignment was with UPS, where she began working full time in March of 2007. Approximately two weeks before August 1, 2008, Spherion notified Ms. Banks that the assignment with UPS would end on August 1 due to a reduction in the workforce.

Ms. Banks was in contact with Spherion prior to August 1 to check on the availability of work. When she called on July 29, she was told that no new work was available. Her next contact was on August 8. She did not, at the time of hire, sign any document advising that she had to contact Spherion or seek reassignment within three working days of the end of an assignment.

**REASONING AND CONCLUSIONS OF LAW:**

Ms. Banks was hired for placement in temporary work assignments. An individual so employed must complete the last assignment in order to avoid the voluntary quit provisions of the law. See 871 IAC 24.26(19). It is undisputed that Ms. Banks completed her last assignment with UPS. She would only be required to continue seeking work through Spherion if she had received the notice required by Iowa Code section 96.5(1)j. This section requires that the

temporary employer provide written notice to the employee that she must contact the temporary employer within three working days of the end of an assignment. Ms. Banks did not receive such notice from Spherion.

The administrative law judge notes that section 96.5(1j) does not require that the contact occur after the assignment ends. The law requires contact within three working days "of" the completion of an assignment. Therefore, the contact may occur three days before or three days after the assignment ends. Ms. Banks' contact on July 29 was within three days of the end of her assignment on August 1. Therefore, even though she did not receive the notice required by law, her actions were in compliance with its requirements.

After considering all of the evidence, the administrative law judge concludes that Ms. Banks was separated from Spherion for no disqualifying reason. As such, benefits are allowed.

**DECISION:**

The representative's decision dated October 27, 2008, reference 02, is hereby reversed. Ms. Banks was separated from Spherion on August 1, 2008 for no disqualifying reason. Benefits are allowed, provided she satisfies all other conditions of eligibility.

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Carolyn F. Coleman  
Administrative Law Judge

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Decision Dated and Mailed

cfc/pjs