

**IOWA WORKFORCE DEVELOPMENT  
UNEMPLOYMENT INSURANCE APPEALS**

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

**BEATRIZ VILLELA**

Claimant

**APPEAL NO: 13A-UI-13628-DT**

**ADMINISTRATIVE LAW JUDGE  
DECISION**

**ADVANCE SERVICES INC**

Employer

**OC: 10/27/13**

**Claimant: Respondent (1)**

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

**STATEMENT OF THE CASE:**

Advance Services, Inc. (employer) appealed a representative's December 11, 2013 decision (reference 01) that concluded Beatriz Villela (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 January 29, 2014. The claimant participated in the hearing. Michael Payne appeared on the employer's behalf and presented testimony from one other witness, Sonja Esquivel. Ike Rocha served as interpreter. During the hearing, Employer's Exhibits One and Two were entered into evidence. 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. After a prior period of employment with the employer, the claimant most recently began an assignment with the employer on September 3, 2013. She worked full time as a general laborer at the employer's Coon Rapids, Iowa business client through October 25, 2013. The assignment ended that date because the business client deemed the assignment to be completed. The business client informed the employer on October 25; the employer then told the claimant in a group meeting with other temporary employees that the assignment was ended. Additionally, on October 30 the claimant contacted the on-site representative, Esquivel. She understood from her conversation with Esquivel that there was no further work with the employer; Esquivel did not suggest that the claimant also check with the employer's regional office in Carroll, Iowa. The claimant then asked that her final paycheck be sent to her at an address in Texas. The employer asserts that the claimant did not contact the employer within three days of the end of the assignment to seek reassignment as required by the employer's policies to avoid being considered to be a voluntary quit. In part the employer asserts that since the claimant typically worked seven days per week, her contact on October 30 was outside the three-day period.

## **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 his 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.

Where a temporary employment assignment has ended by the completion of the assignment of 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; particularly as in this case, where the claimant knows that the employer is aware of the ending of the assignment, and the claimant has already indicated an interest in reassignment near the ending of the assignment, she has good cause for not separately "notifying" the employer and taking some additional more formal action to "seek reassignment" after the last day. 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. Further, the claimant did make a contact indicating interest in work on October 30. Even though the claimant might typically have worked overtime on Saturdays and Sundays, the contact she made on Wednesday October 30, the third regular business day after the ending of the assignment at the end of the work day on Friday, October 25, was in substantial compliance with the statute. After she made contact with the on-site representative inquiring about additional work and was told there was not, she was not obliged to further contact any other office of the employer to seek reassignment. The claimant is not required by the statute to remain in regular periodic contact with the employer in order to remain "able and available" for work for purposes of unemployment insurance benefit eligibility. Regardless of whether the claimant continued to seek a new assignment after November 18, 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 11, 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.

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Lynette A. F. Donner  
Administrative Law Judge

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Decision Dated and Mailed

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