

**IOWA WORKFORCE DEVELOPMENT
UNEMPLOYMENT INSURANCE APPEALS**

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

RONALD E NOLL
Claimant

APPEAL NO: 14A-UI-10374-DT

**R J PERSONNEL INC
TEMP ASSOCIATES**
Employer

**ADMINISTRATIVE LAW JUDGE
DECISION**

OC: 08/31/14
Claimant: Appellant (2)

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

STATEMENT OF THE CASE:

Ronald E. Noll (claimant) appealed a representative's October 1, 2014 (reference 01) decision that concluded he was not qualified to receive unemployment insurance benefits after a separation from employment from R.J. Personnel, Inc. /Temp Associates (employer). After hearing notices were mailed to the parties' last-known addresses of record, a telephone hearing was held on November 5, 2014. The claimant participated in the hearing. Holly Jacobi appeared on the employer's behalf. 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. The claimant began working on a series of assignments with the employer's Muscatine, Iowa municipal client on September 19, 2013. He worked in various positions, most recently as a yard and building maintenance worker, through August 20, 2014. The assignment ended that date because the business client deemed the assignment to be completed. The client informed the claimant of the completion of the assignment on that date. The claimant then went into the employer's office on that same date and reported that the assignment was ended. The employer asserted that the claimant did not separately affirmatively seek reassignment as required by the employer's policies to avoid being considered to be a voluntary quit. However, the claimant believed that in the discussion he had with the employer's office person she understood that he was interested in additional work. The claimant had followed the same exact process when he was on initial break in the assignment in November 2013 and at that time the employer had considered the claimant's in person report to the office to be sufficient to indicate that he was interested in further work.

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. Where the employer knows or should have known that the claimant is available for a new assignment, and where the claimant knows that the employer is aware of that availability, he has good cause for not separately “notifying” the employer and explicitly “requesting” reassignment. Rule 871 IAC 24.26(15). It is disingenuous of the employer’s office representative to have a discussion with the claimant upon the ending of the assignment in which the representative leads the claimant to believe that it is understood that he would be contacted if further work becomes available, but to then assert that he did not “seek reassignment” because he failed to utter specific “magic words” to explicitly “seek reassignment,” particularly when the same communication had been deemed to be adequate in the past.

Here, the employer was aware that the business client had ended the assignment and knew or should have known he was interested in additional work; it considered the claimant’s assignment to have been completed. The claimant is not required by the statute to remain in regular periodic contact with the employer for purposes of unemployment insurance benefit eligibility. 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.

DECISION:

The representative’s October 1, 2014 (reference 01) decision is reversed. 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 he is otherwise eligible.

Lynette A. F. Donner
Administrative Law Judge

Decision Dated and Mailed

ld/can