

**IOWA WORKFORCE DEVELOPMENT
UNEMPLOYMENT INSURANCE APPEALS**

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

ARLISA L NWOKORIE
Claimant

APPEAL NO: 14A-UI-10459-DT

**ADMINISTRATIVE LAW JUDGE
DECISION**

TEAM STAFFING SOLUTIONS INC
Employer

OC: 09/14/14
Claimant: Appellant (2/R)

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

STATEMENT OF THE CASE:

Arlisa L. Nwokorie (claimant) appealed a representative's October 3, 2014 (reference 01) decision that concluded she was not qualified to receive unemployment insurance benefits after a separation from employment from Team Staffing Solutions, Inc. (employer). After hearing notices were mailed to the parties' last-known addresses of record, a telephone hearing was held on October 27, 2014. The claimant participated in the hearing and was represented by John Graupman, legal assistant. Sarah Fiedler 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 an assignment with the employer's Burlington, Iowa business client on September 16, 2014. She worked full time as a production laborer on the first shift through September 16, 2014. The assignment ended that date because the business client deemed the assignment to be completed. The business client informed the employer's on-site representative of the completion of the assignment on September 16 and the on-site representative then informed the claimant on that day. The employer asserted that the claimant did not separately 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. However, the claimant believed that in the discussion she had with the on-site representative he understood that she was interested in additional 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, she 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 on-site 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 she would be contacted if further work becomes available, but to then assert that she did not “seek reassignment” because she failed to utter specific “magic words” to explicitly “seek reassignment.”

Here, the employer was aware that the business client had ended the assignment and knew or should have known she 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.

An issue as to whether the claimant might have effectively refused a suitable offer of work without good cause on or about September 23, 2014 arose during the hearing. This issue was not included in the notice of hearing for this case and the case will be remanded for an investigation and preliminary determination on that issue. Rule 871 IAC 26.14(5).

DECISION:

The representative’s October 3, 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 she is otherwise eligible. The matter is **REMANDED** to the Benefits Bureau for investigation and determination of the potential refusal issue.

Lynette A. F. Donner
Administrative Law Judge

Decision Dated and Mailed

ld/can