

**IOWA WORKFORCE DEVELOPMENT
UNEMPLOYMENT INSURANCE APPEALS**

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

CATHY L DEVOLL

Claimant

APPEAL NO. 12A-UI-11081-NT

**ADMINISTRATIVE LAW JUDGE
DECISION**

AVENTURE STAFFING & PROFESSIONAL

Employer

OC: 01/22/12

Claimant: Respondent (1)

Section 96.5-1-j – Voluntary Leaving – Temporary Employment

STATEMENT OF THE CASE:

Aventure Staffing filed a timely appeal from a representative's decision dated September 11, 2012, reference 03, which held claimant eligible to receive unemployment insurance benefits. After due notice was provided, a telephone hearing was held on October 11, 2012. Claimant participated. The employer participated by Ms. Kayla Neuhalfen, Human Resource Representative.

ISSUE:

The issue is whether the claimant contacted the temporary employment service within three working days after the completion of her most recent assignment to establish availability.

FINDINGS OF FACT:

Having considered all of the evidence in the record, the administrative law judge finds: Cathy Devoll was employed by Aventure Staffing from April 12, 2012 until August 15, 2012 when her assignment at Montezuma Manufacturing came to an end. Ms. Devoll was employed there as a general laborer and was paid by the hour.

At the time Ms. Devoll began employment with Aventure Staffing, she signed an agreement to contact the temporary employment service within three working days of the completion of each assignment to establish her availability for additional assignments. The claimant was informed by telephone on August 15, 2012 that the Montezuma Manufacturing assignment had ended. The following day Ms. Devoll contacted the Grinnell, Iowa office of Aventure Staffing to inform them that the assignment had ended. During the call the claimant requested information on obtaining unemployment insurance benefits. The purpose of the claimant's call was to satisfy the three-day notice requirement by informing the temporary employment service that the assignment had ended. The claimant believed that the call had alerted the temporary employment service that she was available for more assignments. Subsequently, the claimant was assigned to a different assignment by Aventure Staffing.

REASONING AND CONCLUSIONS OF LAW:

For the reasons that follow the administrative law judge concludes that the claimant left employment with good cause attributable to the employer.

Iowa Code section 96.5-1-j provides:

An individual shall be disqualified for benefits:

1. Voluntary quitting. If the individual has left work voluntarily without good cause attributable to the individual's employer, if so found by the department, but the individual shall not be disqualified if the department finds that:

j. The individual is a temporary employee of a temporary employment firm who notifies the temporary employment firm of completion of an employment assignment and who seeks reassignment. Failure of the individual to notify the temporary employment firm of completion of an employment assignment within three working days of the completion of each employment assignment under a contract of hire shall be deemed a voluntary quit unless the individual was not advised in writing of the duty to notify the temporary employment firm upon completion of an employment assignment or the individual had good cause for not contacting the temporary employment firm within three working days and notified the firm at the first reasonable opportunity thereafter.

To show that the employee was advised in writing of the notification requirement of this paragraph, the temporary employment firm shall advise the temporary employee by requiring the temporary employee, at the time of employment with the temporary employment firm, to read and sign a document that provides a clear and concise explanation of the notification requirement and the consequences of a failure to notify. The document shall be separate from any contract of employment and a copy of the signed document shall be provided to the temporary employee.

For the purposes of this paragraph:

(1) "Temporary employee" means an individual who is employed by a temporary employment firm to provide services to clients to supplement their work force during absences, seasonal workloads, temporary skill or labor market shortages, and for special assignments and projects.

(2) "Temporary employment firm" means a person engaged in the business of employing temporary employees.

871 IAC 24.26(19) provides:

Voluntary quit with good cause attributable to the employer and separations not considered to be voluntary quits. The following are reasons for a claimant leaving employment with good cause attributable to the employer:

(19) The claimant was employed on a temporary basis for assignment to spot jobs or casual labor work and fulfilled the contract of hire when each of the jobs was completed. An election not to report for a new assignment to work shall not be construed as a voluntary leaving of employment. The issue of a refusal of an offer of suitable work shall be adjudicated when an offer of work is made by the former employer. The provisions of

Iowa Code section 96.5(3) and rule 24.24(96) are controlling in the determination of suitability of work. However, this subrule shall not apply to substitute school employees who are subject to the provisions of Iowa Code section 96.4(5) which denies benefits that are based on service in an educational institution when the individual declines or refuses to accept a new contract or reasonable assurance of continued employment status. Under this circumstance, the substitute school employee shall be considered to have voluntarily quit employment.

The purpose of the statute is to provide notice to the temporary employment agency employer that the claimant is available for work at the conclusion of a temporary assignment. Aventure Staffing was aware that the assignment had ended as a staff member had contacted Ms. Devoll to inform her that the assignment ended. The evidence in the record establishes that Ms. Devoll then independently placed another call to Aventure Staffing to inform the office that the assignment had ended for the purpose of alerting the temporary employment service of her availability. Subsequently, the claimant was re-assigned by Aventure Staffing.

For the reasons stated herein the administrative law judge concludes that the claimant complied with the notice provisions of section 96.5-1-j of the employment security law. Unemployment insurance benefits are allowed, provided the claimant is otherwise eligible.

DECISION:

The representative's decision dated September 11, 2012, reference 03, is affirmed. Claimant left employment with good cause attributable to the employer. Unemployment insurance benefits are allowed, provided the claimant meets all other eligibility requirements of Iowa law.

Terence P. Nice
Administrative Law Judge

Decision Dated and Mailed

pjs/pjs