

**IOWA WORKFORCE DEVELOPMENT  
UNEMPLOYMENT INSURANCE APPEALS**

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

**RICARDO REYNA**  
Claimant

**APPEAL NO: 09A-UI-17626-DT**

**ADMINISTRATIVE LAW JUDGE  
DECISION**

**CAMBRIDGE TEMPOSITIONS INC**  
Employer

**OC: 10/18/09**

**Claimant: Appellant (2)**

871 IAC 24.26(22) – Temporary Employment

**STATEMENT OF THE CASE:**

Ricardo Reyna (claimant) appealed a representative's November 13, 2009 decision (reference 01) that concluded he was not qualified to receive unemployment insurance benefits after a separation from employment from Cambridge Tempositions, Inc. (employer). After hearing notices were mailed to the parties' last-known addresses of record, a telephone hearing was held on January 19, 2010. The claimant participated in the hearing. Will Ortega appeared on the employer's behalf. Ike Rocha served as interpreter. 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 either through a voluntary quit without good cause attributable to the employer or through a discharge for misconduct?

**FINDINGS OF FACT:**

The employer is a temporary employment firm. The claimant began taking assignments with the employer at least as long ago as August 7, 2008. He worked a season job for the employer's agricultural business client in 2008. He returned to Iowa and began working again at the same business client effective September 11, 2009. He worked full time as a harvest truck driver on the second shift, seven days per week. His last day of work on the assignment was October 18, 2009. The business client informed both the claimant and the employer a few days beforehand that the work would be ending as of that date. The employer's representative held a meeting with all of the staff on site a few days beforehand and confirmed to the claimant and the other seasonal employees that October 18 would be the last day on the job. Nothing was said at that time about the claimant or other employees seeking other work that might be available through the employer's office. Rather, the comments by the business client and the employer's representative would be that they would see the claimant "next year." The claimant then returned to his permanent home in Texas, as he had done the prior year.

The claimant had previously signed a statement with the employer indicating that he would report back to the employer within three days of the ending of an assignment to seek

reassignment. The employer seeks to rely on that statement to assert that the claimant voluntarily quit his employment. It is not clear whether the employer in fact had other work it could have offered to the employer had he sought reassignment.

**REASONING AND CONCLUSIONS OF LAW:**

A claimant is not eligible for unemployment insurance benefits if he quit the employment without good cause attributable to the employer or was discharged for work-connected misconduct. Where a claimant is hired for a specific period of time and completes the contract of hire by working until this specific period of time has lapsed or a specific job is completed, the separation is treated as a voluntary quit with good cause attributable to the employer, and does not result in a disqualification to the claimant. 871 IAC 24.26(22).

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 he 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; where the claimant knows that the employer is aware of the ending of the assignment, he has good cause for not separately "notifying" the employer. 871 IAC 24.26(19). Further, at the end of the assignment the employer was affirmatively complicit in leading the claimant to believe that he had no further obligation to the employer until "next year." In such an instance the employer cannot now rely on the prior statement to disqualify the claimant. The separation 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 November 13, 2009 decision (reference 01) is reversed. The claimant's separation was not a voluntary quit but was the completion of a temporary contract of hire. The claimant is qualified to receive unemployment insurance benefits, if he 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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