

**IOWA WORKFORCE DEVELOPMENT
UNEMPLOYMENT INSURANCE APPEALS**

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

RAICHELL R SHANKS
Claimant

APPEAL NO. 11A-UI-12469-ST

**ADMINISTRATIVE LAW JUDGE
DECISION**

ALL IN A DAY LLC
Employer

**OC: 05/08/11
Claimant: Respondent (1)**

Section 96.5-1-j – Voluntary Quit/Failure to Seek Re-Assignment

STATEMENT OF THE CASE:

The employer appealed from a representative's decision dated September 20, 2011, reference 06, that allowed claimant benefits by reason of her employment separation from a temporary assignment on August 10, 2011. A telephone hearing was held on October 18, 2011. The claimant did not participate. Kayla Neuhalfen, HR Representative, and Gail Anderson, Branch Manager, participated for the employer. Employer Exhibits 1 was received as evidence.

ISSUE:

Whether claimant voluntarily quit with good cause attributable to the employer.

FINDINGS OF FACT:

The administrative law judge, having considered the evidence in the record, finds that: The claimant began work on assignment at Advance Foods on March 1, 2011, and she signed an employer policy that provides she must seek re-assignment within three days of job completion. The claimant last worked an assignment on August 10. An employer representative notified claimant on August 11 that her assignment had ended. She later contacted the HR representative to learn why the assignment had ended and she requested the employer check to see if she could continue.

The employer did not hear from claimant after August 11, and it considered she had failed to seek re-assignment within three working days by August 16 that is a voluntary quit according to its policy.

Claimant failed to respond to the hearing notice.

REASONING AND CONCLUSIONS OF LAW:

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.

The administrative law judge concludes the claimant voluntarily quit with good cause attributable to her employer on August 11, 2011 when she completed her temporary assignment and the employer offered her no further work.

The law requires claimant notification of assignment completion but it does not define what constitutes seeking re-assignment. The employer testimony is that it notified claimant the assignment ended that satisfies the notification requirement. It is clear the claimant wanted to continue to work the assignment that supports the conclusion she was available for further work. The employer rests on claimant failing to use the magic words of wanting further work and its silence in failing to offer the same to claimant. The initial employer telephone contact with claimant and her response satisfy the re-assignment requirement because claimant demonstrated she wanted to continue work and the employer offered none.

DECISION:

The department decision dated September 20, 2011, reference 06, is affirmed. The claimant voluntarily quit without good cause on due to completing her temporary assignment on August 10, 2011. Benefits are allowed, provided the claimant is otherwise eligible.

Randy L. Stephenson
Administrative Law Judge

Decision Dated and Mailed

rls/css