

**IOWA WORKFORCE DEVELOPMENT  
UNEMPLOYMENT INSURANCE APPEALS**

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

**LARRY HOOTMAN**  
Claimant

**APPEAL NO. 12A-UI-01055-W**

**ADMINISTRATIVE LAW JUDGE  
DECISION**

**EXPRESS SERVICES INC**  
Employer

**OC: 01/06/11**  
**Claimant: Appellant (1)**

Section 96.5-1-j – Reassignment from Temporary Employment

**STATEMENT OF THE CASE:**

Claimant filed an appeal from a fact-finding decision dated January 20, 2012, reference 02, which held claimant ineligible for unemployment insurance benefits. After due notice, an in-person hearing was scheduled for and held on May 10, 2011 in Des Moines, Iowa. Claimant participated personally. Employer participated by telephone through Chad Vien, accounting supervisor.

**ISSUE:**

The issue in this matter is whether claimant sought reassignment from temporary employment in accordance with Iowa law.

**FINDINGS OF FACT:**

The administrative law judge, having heard the testimony and considered all of the evidence in the record, finds as follows. The employer is a temporary staffing agency. It placed claimant in a full-time temporary seasonal labor position with American Crystal Sugar. Claimant began working for the employer on September 29, 2011. Claimant separated from employment on October 19, 2011 because the assignment ended.

The employer and claimant had an agreement that the claimant would contact the employer within five days from the end of the assignment in order to seek reassignment.

The claimant failed to contact the employer regarding the end of the assignment. He testified that he did not believe the employer could possibly offer him suitable work so he did not follow the rule.

**REASONING AND CONCLUSIONS OF LAW:**

Individuals employed by a temporary employment firm shall be disqualified from benefits if they fail to seek reassignment in accordance with Iowa Code section 96.5(1)(j) (2011). "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.” Id.

In this context, actual knowledge is considered “notice.” In other words, if an employer has actual knowledge of the end of the assignment, then the employee is not required to comply with the provisions of section 96.5(1)(j).

In this matter, the evidence established that the claimant failed to seek reassignment. Claimant deliberately refused to seek reassignment because he is a snow bird and there is no way the employer could have offered an assignment which he could have accepted. While he may be correct in this assessment, he was obligated to call the employer and seek reassignment. His failure to do so is grounds for disqualification under Iowa law.

**DECISION:**

The fact-finding decision dated January 20, 2012, reference 01, is affirmed. Unemployment insurance benefits shall be withheld until claimant has worked in and been paid wages for insured work equal to ten times claimant’s weekly benefit amount, provided claimant is otherwise eligible.

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Joseph L. Walsh  
Administrative Law Judge

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Decision Dated and Mailed

jlw/css