

**IOWA WORKFORCE DEVELOPMENT
UNEMPLOYMENT INSURANCE APPEALS**

TERRI L LAMFERS
Claimant

AVENTURE STAFFING & PROFESSIONAL
Employer

APPEAL NO. 21A-UI-24736-JTT

**ADMINISTRATIVE LAW JUDGE
DECISION**

**OC: 05/23/21
Claimant: Appellant (2)**

Iowa Code Section 96.5(1)(j) – Separation From Temporary Employment

STATEMENT OF THE CASE:

The claimant, Terri Lamfers, filed a timely appeal from the November 2, 2021, reference 04, decision that disqualified her for benefits, and that held the employer's account would not be charged for benefits, based on the deputy's conclusion that the claimant voluntarily quit on September 30, 2021 without good cause attributable to the employer. After due notice was issued, a hearing was held on January 4, 2022. The claimant participated. Toni Holguin represented the employer and presented additional testimony through Nancy Martins. Exhibits A, B and C were received into evidence.

ISSUE:

Whether the claimant's separation from the temporary employment agency was for good cause attributable to the employer.

FINDINGS OF FACT:

Having reviewed all of the evidence in the record, the administrative law judge finds:

Aventure Staffing & Professional is a temporary employment agency. The claimant, Terri Lamfers, established her employment with the employer in July 2021. At that time the claimant signed a stand-alone end-of-assignment notification policy that required the claimant to contact the employer within three working days of the completion of the assignment to request a new assignment. The policy statement advised that failure to make the required contact would be deemed a voluntary quit and could render the claimant ineligible for unemployment insurance benefits. The claimant received a copy of the policy when she signed it.

The claimant began a full-time temporary work assignment in July 2021 and continued in the assignment until September 25, 2021, when the client business elected to end the assignment. The client business notified the claimant on September 25, 2021, but did not provide a reason other than that the client business had decided to discontinue the arrangement. On September 25, 2021, the claimant sent a text message to the employer to notify the employer the client business had ended the assignment. On September 27, 2021, the claimant telephoned the employer to advise the client business had ended the assignment, to ask

whether the employer had heard a reason for the assignment coming to an end, and to request a new assignment. The employer did not have a new assignment for the claimant at that time. The claimant thereafter contacted the employer several times, but the employer did not have a suitable assignment available for the claimant.

REASONING AND CONCLUSIONS OF LAW:

Iowa Code section 96.5(1)(j) provides:

An individual shall be disqualified for benefits, regardless of the source of the individual's wage credits:

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. (1) 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.

(2) 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.

(3) For the purposes of this paragraph:

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

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

Iowa Admin. Code r. 871-24.26(19) provides:

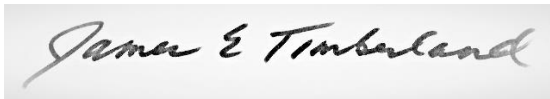
Voluntary quit with good cause attributable to the employer and separations not considered to be voluntary quits. The following are reasons for a claimant leaving employment with good cause attributable to the employer:

(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 evidence in the record establishes a separation that was for good cause attributable to the employer. The employer's end-of-assignment notification policy complied with the requirements of Iowa Code section 96.5(1)(j). The employer appropriately notified the claimant of the policy requirement. The claimant complied with the policy and with the requirements of Iowa Code section 96.5(1)(j). The claimant sent a text message to the employer on the day the assignment ended to give notice that the assignment ended. The claimant called the employer within two days of the assignment ending to again give notice that the assignment had ended and to request placement in a new assignment. The employer did not have a suitable assignment available for the claimant. The claimant is eligible for benefits, provided she is otherwise eligible. The employer's account may be charged for benefits.

DECISION:

The November 2, 2021, reference 04, decision is reversed. The claimant's separation from the temporary employment agency was for good cause attributable to the temporary employment agency. The separation was effective September 25, 2021, when the assignment ended. The claimant is eligible for benefits, provided she is otherwise eligible. The employer's account may be charged for benefits.



James E. Timberland
Administrative Law Judge

January 31, 2022
Decision Dated and Mailed

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