

**IOWA WORKFORCE DEVELOPMENT
UNEMPLOYMENT INSURANCE APPEALS**

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

SHARI M HANSEN

Claimant

APPEAL NO: 13A-UI-13629-DT

**ADMINISTRATIVE LAW JUDGE
DECISION**

ADVANCE SERVICES INC

Employer

OC: 11/17/13

Claimant: Respondent (1)

Section 96.5-1-j – Temporary Employment
871 IAC 24.26(15) – Temporary Employment

STATEMENT OF THE CASE:

Advance Services, Inc. (employer) appealed a representative's December 11, 2013 decision (reference 01) that concluded Shari M. Hansen (claimant) was qualified to receive unemployment insurance benefits after a separation from employment. After hearing notices were mailed to the parties' last-known addresses of record, a telephone hearing was held on January 7, 2014. The claimant participated in the hearing. Michael Payne appeared on the employer's behalf and presented testimony from one other witness, Cathy Atkins. During the hearing, Employer's Exhibits One, Two, and Three were entered into evidence. 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?

FINDINGS OF FACT:

The employer is a temporary staffing agency. The claimant's first and to date only assignment began on September 9, 2013. She worked full time as a material handler at the employer's Spirit Lake, Iowa business client through November 18, 2013. The assignment ended that date because the business client deemed the assignment to be completed. The business client informed the employer on November 13 that the assignment would be ending on November 18. On November 14 the claimant learned both by her supervisor at the business client and through a call from the employer that her assignment would be ending. The claimant went into the employer's Spencer, Iowa office on November 15 and indicated that since her assignment would be ending on November 18, she would be interested in reassignment. On November 18 the claimant came back into the employer's office and a representative told her that there was a lead on a potential job and that the employer would call the claimant. The employer now asserts that the claimant did not additionally contact the employer within three days of the end of the assignment to seek reassignment as required by the employer's policies to avoid being considered to be a voluntary quit.

REASONING AND CONCLUSIONS OF LAW:

The essential question in this case is whether there was a disqualifying separation from employment. An employee of a temporary employment firm who has been given proper notice of the requirement can be deemed to have voluntarily quit her employment with the employer if she 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; particularly as in this case, where the claimant knows that the employer is aware of the ending of the assignment, and the claimant has already indicated an interest in reassignment near the ending of the assignment, she has good cause for not separately “notifying” the employer and taking some additional more formal action to “seek reassignment” after the last day. 871 IAC 24.26(15).

Here, the employer was aware that the business client had ended the assignment; it considered the claimant’s assignment to have been completed. It knew or should have known that the claimant had already expressed interest in reassignment. The claimant is not required by the statute to remain in regular periodic contact with the employer in order to remain “able and available” for work for purposes of unemployment insurance benefit eligibility. Regardless of whether the claimant continued to seek a new assignment after November 18, the separation itself 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 December 11, 2013 decision (reference 01) is affirmed. The claimant’s separation was not a voluntary quit but was the completion of a temporary assignment. The claimant is qualified to receive unemployment insurance benefits, if she is otherwise eligible.

Lynette A. F. Donner
Administrative Law Judge

Decision Dated and Mailed

ld/css