

**IOWA WORKFORCE DEVELOPMENT
UNEMPLOYMENT INSURANCE APPEALS**

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

DAWN M HELMERS
Claimant

APPEAL NO. 11A-UI-04074-CT

**ADMINISTRATIVE LAW JUDGE
DECISION**

SEDONA STAFFING
Employer

**OC: 02/27/11
Claimant: Appellant (1)**

Section 96.4(3) – Able and Available
Section 96.5(1)j – Temporary Employment

STATEMENT OF THE CASE:

Dawn Helmers filed an appeal from a representative's decision dated April 1, 2011, reference 01, which denied benefits on a finding that she was still employed by Sedona Staffing under the same terms as hired. After due notice was issued, a hearing was held by telephone on April 19, 2011. The employer participated by Colleen McGuinty, Unemployment Benefits Administrator, and Sammy Teel, Account Manager. Ms. Helmers did not respond to the notice of hearing.

ISSUE:

At issue in this matter is whether Ms. Helmers satisfies the availability requirements of the law. A secondary issue is whether she was separated from employment for any disqualifying reason.

FINDINGS OF FACT:

Having heard the testimony and having reviewed all of the evidence in the record, the administrative law judge finds: Ms. Helmers began working for Sedona Staffing, a temporary placement firm, in August of 2010. She was assigned to work for Fidlar Printing on an as-needed basis. She worked from 8 to 28 hours each week. On April 8, 2011, Fidlar Printing notified her that her services were no longer needed.

Ms. Helmers did not contact Sedona Staffing to advise that her assignment had ended. On August 11, 2010, she signed a document advising her that she had to contact the placement firm within three working days of an assignment ending. No other terms or conditions of the employment were on the document and a copy was given to her.

REASONING AND CONCLUSIONS OF LAW:

When Ms. Helmers filed her claim for job insurance benefits effective February 27, 2011, she was still on an assignment. Because she was already working, she was not available for other work as required by Iowa Code section 96.4(3). However, the assignment ended on Friday,

April 8. Therefore, she was again available for work effective with the Sunday of the following week, April 10, 2011.

Ms. Helmers was hired for placement in temporary work assignments and completed her last assignment. As such, her separation was not a voluntary quit. See 871 IAC 24.26(19). However, she was required by Iowa Code section 96.5(1)j to contact Sedona Staffing within three working days of the end of her assignment. The notice of this requirement was given to her at the time of hire. The notice comports with the requirements of the law in that it was contained on a document separate from other terms and conditions of the employment and a copy was provided to Ms. Helmers after she signed it. Also, the document advised her of the consequences if she failed to contact the temporary placement firm within three working days.

Because Ms. Helmers did not contact Sedona Staffing within three working days of the end of her assignment, she is not entitled to job insurance benefits.

DECISION:

The representative's decision dated April 1, 2011, reference 01, is hereby affirmed as to result. Ms. Helmers satisfied the availability requirements of the law effective April 10, 2011. She was separated from employment on April 8, 2011 but did not satisfy the requirements of section 96.5(1)j. Benefits are denied until she has worked in and been paid wages for insured work equal to ten times her weekly job insurance benefit amount, provided she is otherwise eligible.

Carolyn F. Coleman
Administrative Law Judge

Decision Dated and Mailed

cfc/kjw