

**IOWA WORKFORCE DEVELOPMENT  
UNEMPLOYMENT INSURANCE APPEALS**

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

**JULIE A WEATHERMAN**  
Claimant

**APPEAL NO: 08A-UI-09616-DT**

**ADMINISTRATIVE LAW JUDGE  
DECISION**

**AVENTURE STAFFING & PROFESSIONAL  
SERVICES LLC**  
Employer

**OC: 08/24/08 R: 01**  
**Claimant: Respondent (1)**

Section 96.5-1-j – Temporary Employment  
871 IAC 24.26(19) – Temporary Employment

**STATEMENT OF THE CASE:**

Aventure Staffing & Professional Services, L.L.C. (employer) appealed a representative's October 9, 2008 decision (reference 01) that concluded Julie A. Weatherman (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 November 4, 2008. The claimant participated in the hearing. Robert Hardy appeared on the employer's behalf. 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 began her first and to date only assignment through the employer on May 12, 2008. She worked full time as a laborer at the employer's plastic manufacturing business client through August 9, 2008. The assignment ended that date because the business client determined that the claimant was not catching on fast enough to be deemed a desirable candidate for permanent employment. The business client informed the employer of the ending of the claimant's assignment on August 11, 2008. The employer's representative then contacted the claimant on August 11 to her inform her not to return to the assignment. During that discussion the claimant indicated an interest in additional work, and the employer's representative responded that they could discuss that further when the claimant came in that Friday, August 15, to pick up her pay check. While the claimant did come in and picked up her paycheck that day, the employer's representative did not indicate to her that there was anything further she needed to do at that time.

The employer asserted that the claimant did not seek reassignment within three days of the ending of the assignment as required by the employer's policies to avoid being considered to be

a voluntary quit. The employer's policy regarding reassignment is contained on a page of the employer's 15 or 16 page policy handbook, with additional information also contained on that page.

### **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 his 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; where the claimant knows that the employer is aware of the ending of the assignment, she has good cause for not separately "notifying" the employer. 871 IAC 24.26(19). Further, the employer's notice to the claimant, combined as it is in into the employer's general policies, does not appear adequate under the statutory requirement that the notice be "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 . . ." Iowa Code § 96.5-1-j.

Regardless, in this case the employer was aware that the business client had ended the assignment; it considered the claimant's assignment to have been completed. Further, by indicating her interest in new assignment at the time the employer's representative informed her of the ending of the assignment, the claimant did put the employer on notice of her interest in reassignment and substantially complied with the requirement to make herself available for 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, 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 October 9, 2008 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.

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Lynette A. F. Donner  
Administrative Law Judge

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Decision Dated and Mailed

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