

**IOWA WORKFORCE DEVELOPMENT  
UNEMPLOYMENT INSURANCE APPEALS**

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

**RONALD P ADCOCK**  
Claimant

**APPEAL NO: 08A-UI-04427-DT**

**ADMINISTRATIVE LAW JUDGE  
DECISION**

**DOBBS TEMPORARY SERVICES INC  
PRO STAFF – DES MOINES**  
Employer

**OC: 03/30/08 R: 02  
Claimant: Respondent (1)**

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

**STATEMENT OF THE CASE:**

Dobbs Temporary Services, Inc. / Pro Staff – Des Moines (employer) appealed a representative's May 1, 2008 decision (reference 02) that concluded Ronald P. Adcock (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 May 20, 2008. The claimant failed to respond to the hearing notice and provide a telephone number at which he could be reached for the hearing and did not participate in the hearing. Betsy Bauman appeared on the employer's behalf. Based on the evidence, the arguments of the employer, 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 taking assignments through the employer on March 12, 2008. His assignment which began that day, working full time at the employer's Ankeny, Iowa business client, ended on April 3, 2008. The assignment ended that date because the business client deemed the assignment to be completed. The business client informed the employer of the completion of the assignment on April 3, and the employer in turn contacted and informed the claimant on April 4. At that time the employer told the claimant that it currently did not have any new assignments to which he could be reassigned, but advised him to call into the employer's office twice per week to remain available for work.

The employer attempted to contact the claimant on April 21 and April 28 regarding potential assignments, but was unsuccessful in reaching the claimant. He was contacted for a day-long assignment on April 29, but had no transportation that day. On May 2 the claimant agreed to and did work another day-long assignment. That assignment also ended that date because the

business client deemed the assignment to be completed. The employer was also aware of the ending of the assignment on May 2.

**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 he 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 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, he has good cause for not separately “notifying” the employer. 871 IAC 24.26(19).

Here, the employer was aware that the business client had ended the assignment; it considered the claimant’s assignment to have been completed. Further, the employer specifically advised the claimant when it spoke to him on April 4 that there was currently no new assignment to which the claimant could be reassigned. The claimant is not required by the statute to remain in regular periodic contact with the temporary employment firm 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 May 1, 2008 decision (reference 02) 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 he is otherwise eligible.

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Lynette A. F. Donner  
Administrative Law Judge

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Decision Dated and Mailed

ld/pjs