

**IOWA WORKFORCE DEVELOPMENT
UNEMPLOYMENT INSURANCE APPEALS**

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

NICHOLAS A NADERMANN
Claimant

APPEAL NO. 08A-UI-11278-CT

**ADMINISTRATIVE LAW JUDGE
DECISION**

L A LEASING INC – SEDONA STAFFING
Employer

OC: 08/03/08 R: 04
Claimant: Appellant (1)

Section 96.5(1)j – Temporary Employment

STATEMENT OF THE CASE:

Nicholas Nadermann filed an appeal from a representative's decision dated November 25, 2008, reference 01, which denied benefits based on his separation from Sedona Staffing. After due notice was issued, a hearing was held by telephone on December 16, 2008. Mr. Nadermann participated personally. The employer participated by Joe Vermeulen, Account Manager, and Colleen McGuinty, Unemployment Benefits Administrator.

ISSUE:

At issue in this matter is whether Mr. Nadermann was separated from employment for any disqualifying reason.

FINDINGS OF FACT:

Having heard the testimony of the witnesses and having reviewed all of the evidence in the record, the administrative law judge finds: Mr. Nadermann began working for Sedona, a temporary placement firm, on April 8, 2008. He was assigned to work full time with Prudential. He was notified on July 30 that the assignment was completed. He was notified by his on-site supervisor. Mr. Nadermann sent an email to Sedona approximately two weeks prior to the separation indicating the assignment was about to end. He did not provide a specific ending date at that point. After the July 30 separation, he did not contact Sedona again until approximately September 2.

Mr. Nadermann signed a document at the time of hire advising him that he had to contact Sedona within three working days of the end of each assignment. He was provided a copy of the document for his own records. The document does not contain other terms and conditions of employment. The document did advise Mr. Nadermann that a failure to make the required contact might be construed as a voluntary quit and might affect a claim for job insurance benefits.

REASONING AND CONCLUSIONS OF LAW:

Mr. Nadermann was hired for placement in temporary work assignments. An individual so employed must complete the last assignment in order to avoid the voluntary quit provisions of the law. See 871 IAC 24.26(19). It is undisputed that Mr. Nadermann completed his assignment. However, once he completed the assignment, he was obligated to return to Sedona to advise that he was once again available for placement. He had received notice that he had to notify Sedona within three working days of the end of each assignment. The notice satisfied the requirements of Iowa Code section 96.5(1)j. Because Mr. Nadermann did not contact Sedona within three working days of the end of his assignment with Prudential, he is not entitled to job insurance benefits.

It is true that Mr. Nadermann did send the employer an email two weeks before the assignment ended indicating that it would soon end. However, the email provided no specific date as to when it would end. Therefore, Sedona had no way of knowing from the email that the assignment would end on July 30. Mr. Nadermann denied that Sedona notified him directly that the assignment was over. Since he was told by his on-site supervisor that it was over, it was his responsibility to relay this information to Sedona. He contended that he contacted Sedona on August 1. He knew the employer was disputing that a contact was made on this date. He did not provide any telephone records of having placed a cell phone call to the employer on August 1.

After considering all of the evidence and the contentions of the parties, the administrative law judge concludes that Mr. Nadermann's July 30, 2008 separation from Sedona was a disqualifying event. Accordingly, benefits are denied.

DECISION:

The representative's decision dated November 25, 2008, reference 01, is hereby affirmed. Mr. Nadermann left his employment with Sedona on July 30, 2008 for no good cause attributable to the employer. Benefits are withheld until such time as he has worked in and been paid wages for insured work equal to ten times his weekly job insurance benefit amount, provided he satisfies all other conditions of eligibility.

Carolyn F. Coleman
Administrative Law Judge

Decision Dated and Mailed

cfc/css