

**IOWA WORKFORCE DEVELOPMENT
UNEMPLOYMENT INSURANCE APPEALS**

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

LYDIA V CESAREZ

Claimant

APPEAL NO: 13A-UI-13002-DT

**ADMINISTRATIVE LAW JUDGE
DECISION**

ADVANCE SERVICES INC

Employer

OC: 02/24/13

Claimant: Appellant (2)

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

STATEMENT OF THE CASE:

Lydia V. Cesarez (claimant) appealed a representative's November 20, 2013 decision (reference 02) that concluded she was not qualified to receive unemployment insurance benefits after a separation from employment from Advance Services, Inc. (employer). After hearing notices were mailed to the parties' last-known addresses of record, a telephone hearing was held on December 16, 2013. The claimant participated in the hearing. Michael Payne appeared on the employer's behalf and presented testimony from one other witness, Melinda Taylor. During the hearing, Employer's Exhibits One and Two 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. After a prior period of employment with the employer, the claimant most recently began an assignment with the employer on September 6, 2013. She worked full time as a general laborer on the second shift at the employer's Lone Tree, Iowa business client. Her last day on the assignment was the shift on the evening of October 21, 2013. The assignment ended that date because the business client deemed the assignment to be completed. The business client informed both the claimant and the employer of the completion of the assignment on that day. The employer asserted that the claimant did not separately 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.

However, on October 24 the claimant first called the employer's on-site office, and later came into the office. She inquired of the employer's assistant with whom she typically communicated to whether there was any more work available through the employer, and was told there was

not. She did not speak directly to the office's human resources coordinator, Taylor, because her normal communications regarding the employer were with the other assistant.

REASONING AND CONCLUSIONS OF LAW:

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; 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(15). Further, in this case the claimant did in fact ask an apparent representative of the employer if there was additional work, and was told there was not. Neither the statute nor the rules require the request for reassignment be directed only toward a specific representative of the employer.

Here, the employer knew or should have known that the business client had ended the assignment and that the claimant was interested in further work; it considered the claimant's assignment to have been completed. Regardless of whether the claimant continued to seek a new assignment after October 24, 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 November 20, 2013 decision (reference 02) is reversed. 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