

**IOWA WORKFORCE DEVELOPMENT
UNEMPLOYMENT INSURANCE APPEALS BUREAU**

PAU L THAWNG
Claimant

IOWA STAFFING INC
Employer

APPEAL 19A-UI-06201-S1-T
**ADMINISTRATIVE LAW JUDGE
DECISION**

OC: 07/07/19
Claimant: Respondent (1)

Section 96.5-1-j – Separation from Temporary Employer
Section 96.3-7 – Overpayment

STATEMENT OF THE CASE:

Iowa Staffing (employer) appealed a representative's July 29, 2019, decision (reference 01) that concluded Pau Thawng (claimant) was eligible to receive unemployment insurance benefits. After hearing notices were mailed to the parties' last-known addresses of record, a telephone hearing was held on August 27, 2019. The claimant did not provide a telephone number where he could be reached and, therefore, did not participate. The employer participated by Alejandra Rocha, Office Manager. The employer offered and Exhibit 1 was received into evidence. The administrative law judge took official notice of the administrative record.

ISSUE:

The issue is whether the claimant was separated from employment for any disqualifying reason.

FINDINGS OF FACT:

The administrative law judge, having heard the testimony and considered all of the evidence in the record, finds that: The employer is a temporary employment service. The claimant performed services from August 22, 2019, through February 8, 2019. He was assigned to work second shift at Quality Manufacturing in Urbandale, Iowa. He signed a document on August 21, 2018, indicating he was to contact the employer within three working days and weekly following the completion of an assignment. The document indicated consequences for failure to notify the employer. The claimant was given a copy of the document which was not separate from the agreement or contract for hire. The claimant completed his last assignment on February 8, 2019. The office manager telephoned the claimant and notified him that he had been laid off. The claimant asked for other second shift work but none was available. The claimant continued to seek work through February 22, 2019. No second shift work was available.

The claimant filed for unemployment insurance benefits with an effective date of July 7, 2019. The employer participated personally at the fact finding interview on July 26, 2019, by Alejandra Rocha.

REASONING AND CONCLUSIONS OF LAW:

For the reasons that follow the administrative law judge concludes the claimant was not separated from employment for a disqualifying reason.

Iowa Code section 96.5(1)j provides:

An individual shall be disqualified for benefits, regardless of the source of the individual's wage credits:

1. Voluntary quitting. If the individual has left work voluntarily without good cause attributable to the individual's employer, if so found by the department. But the individual shall not be disqualified if the department finds that:

j. (1) The individual is a temporary employee of a temporary employment firm who notifies the temporary employment firm of completion of an employment assignment and who seeks reassignment. Failure of the individual to notify the temporary employment firm of completion of an employment assignment within three working days of the completion of each employment assignment under a contract of hire shall be deemed a voluntary quit unless the individual was not advised in writing of the duty to notify the temporary employment firm upon completion of an employment assignment or the individual had good cause for not contacting the temporary employment firm within three working days and notified the firm at the first reasonable opportunity thereafter.

(2) To show that the employee was advised in writing of the notification requirement of this paragraph, the temporary employment firm shall advise the temporary employee by requiring the temporary employee, at the time of employment with the temporary employment firm, to read and sign 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 and a copy of the signed document shall be provided to the temporary employee.

(3) For the purposes of this paragraph:

(a) "Temporary employee" means an individual who is employed by a temporary employment firm to provide services to clients to supplement their workforce during absences, seasonal workloads, temporary skill or labor market shortages, and for special assignments and projects.

(b) "Temporary employment firm" means a person engaged in the business of employing temporary employees.

Under the Iowa Code the employer must advise the claimant of the three-day notice requirement and give the claimant a copy of that requirement. The notice requirement must be separate from the agreement or contract for hire. In this case, the employer notified the claimant of the three-working-day requirement and attached an additional weekly requirement. The employer's notice was part of the contract for hire. This additional obligations imposed on the claimant are not supported by the Iowa Code. The employer did not provide the claimant with the proper notice requirements and has, therefore, failed to satisfy the requirements of Iowa Code Section 96.5-1-j. Benefits are allowed, provided the claimant is otherwise eligible.

DECISION:

The representative's July 29, 2019, decision (reference 01) is affirmed. The claimant was separated from the employer for good cause attributable to the employer. Benefits are allowed provided the claimant is otherwise eligible.

Beth A. Scheetz
Administrative Law Judge

Decision Dated and Mailed

bas/rvs