

**IOWA WORKFORCE DEVELOPMENT
UNEMPLOYMENT INSURANCE APPEALS BUREAU**

IDALIA BARNETT
Claimant

ADVANCE SERVICES INC
Employer

APPEAL 20A-UI-10121-J1-T

**ADMINISTRATIVE LAW JUDGE
DECISION**

OC: 04/19/20
Claimant: APPELLANT (2)

Iowa Code § 96.5(1) – Voluntary Quitting
Iowa Code § 96.5(1)J – Request Reassignment

STATEMENT OF THE CASE:

On August 24, 2020, the claimant filed an appeal from the August 20, 2020, (reference 01) unemployment insurance decision that denied benefits based on failure to request reassignment. The parties were properly notified about the hearing. A telephone hearing was held on October 2, 2020. Claimant participated and called Eduardo Guido as a witness. Employer participated through Melissa Lewien, Risk Manager. The hearing was interpreted. Employer's Exhibits A and B were admitted into the record.

ISSUES:

Is the claimant a temporary employee and fail to request a reassignment?
Did claimant voluntarily quit her employment?

FINDINGS OF FACT:

Having reviewed all of the evidence in the record, the administrative law judge finds: Claimant began working for employer on October 19, 2019. Claimant last worked as a full-time box repairer at Pioneer seed plant. Claimant was separated from employment on March 23, 2020, when claimant and Mr. Guido was informed an employer of Advanced Services Inc., Kelly Wheeler, that their assignment at Pioneer was over. Claimant testified she was not provided an explanation as to why her assignment was over at Pioneer. Claimant was informed she could not talk to any of the personnel at Pioneer as her employer was Advance Services Inc. and her assignment was over. Claimant told Ms. Wheeler she was going to the unemployment office. Claimant testified she was contacting the unemployment office to look for work.

Claimant signed an End of Assignment Policy in Spanish on September 18, 2019. (Ex. A)

On March 23, 2020, Ms. Wheeler put a note in claimant's file at Advanced Services Inc. concerning the claimant and the end of her assignment at Pioneer. (Ex. B) Ms. Wheeler wrote, "I let her know that the customer's needs have changed and her assignment was ended. She asked

about unemployment and why she couldn't work in another area cuz [sic] she knew they had openings." (Ex. B)

REASONING AND CONCLUSIONS OF LAW:

The first issue to decide is whether the employee was a temporary employee hired by a temporary employment firm.

Iowa Code section 96.5. provides, in part,

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.

Iowa Admin. Code r. 871-24.26(15) provides:

Employee of temporary employment firm.

- a. The individual is a temporary employee of a temporary employment firm who notifies the temporary employment firm within three days of completion of an employment assignment and seeks reassignment under the contract of hire. The employee must be advised by the employer of the notification requirement in writing and receive a copy.
- b. The individual shall be eligible for benefits under this subrule if the individual has good cause for not contacting the employer within three days and did notify the employer at the first reasonable opportunity.
- c. Good cause is a substantial and justifiable reason, excuse or cause such that a reasonable and prudent person, who desired to remain in the ranks of the employed, would find to be adequate justification for not notifying the employer. Good cause would include the employer's going out of business; blinding snow storm; telephone lines down; employer closed for vacation; hospitalization of the claimant; and other substantial reasons.
- d. Notification may be accomplished by going to the employer's place of business, telephoning the employer, faxing the employer, or any other currently acceptable means of communications. Working days means the normal days in which the employer is open for business.

I find claimant was a temporary employee as defined by the above law.

The next issue is whether claimant requested reassignment within three business days. I find she did.

The Iowa Supreme Court affirmed the denial of unemployment benefits to a claimant who failed to call her temporary employment firm within three days of the end of her assignment. *Sladek v. Employment Appeal Bd.*, 939 N.W.2d 632, (Iowa 2020)

The supreme court in *Sladek* held the request for reassignment lets employer know that the employee is available for employment. Claimant asked Ms. Wheeler for another assignment at the Pioneer site right after she was told her assignment had ended. Claimant requested a new assignment. The employer knew she was available to work as she asked for another job at Pioneer.

I find that claimant did not voluntarily quit. I find that claimant did not commit a disqualifying act for eligibility for unemployment benefits.

DECISION:

Regular Unemployment Insurance Benefits Under State Law

The August 20, 2020, (reference 01) unemployment insurance decision is reversed. Benefits are payable, provided claimant is otherwise eligible.



James F. Elliott
Administrative Law Judge

October 6, 2020
Decision Dated and Mailed

je/scn