

**IOWA WORKFORCE DEVELOPMENT
UNEMPLOYMENT INSURANCE APPEALS BUREAU**

GREGORY W WATSON

Claimant

APPEAL 19A-UI-09101-AD-T

**ADMINISTRATIVE LAW JUDGE
DECISION**

REMEDY INTELLIGENT STAFFING INC

Employer

OC: 10/20/19

Claimant: Respondent (1)

Iowa Code § 96.5(2)a – Discharge for Misconduct
Iowa Code § 96.5(1) – Voluntary Quitting
Iowa Code § 96.3(7) – Recovery of Benefit Overpayment
Iowa Admin. Code r. 871-24.10 – Employer/Representative Participation Fact-finding Interview

STATEMENT OF THE CASE:

On November 19, 2019, Remedy Intelligent Staffing Inc. (employer) filed an appeal from the November 12, 2019 (reference 05) unemployment insurance decision that determined Gregory Watson (claimant) was eligible to receive unemployment insurance benefits.

A telephone hearing was held on December 12, 2019. The parties were properly notified of the hearing. Employer participated by Personnel Supervisor Kayla Jones. Claimant participated personally.

Employer's Exhibits 1 and 2 were admitted. Official notice was taken of claimant's payment history on the unemployment insurance system. Official notice was taken of the fact-finding worksheet.

ISSUE(S):

- I. Was the separation a layoff, discharge for misconduct, or voluntary quit without good cause?
- II. Was the claimant overpaid benefits? Should claimant repay benefits and/or charge employer due to employer participation in fact finding?

FINDINGS OF FACT:

Having reviewed all of the evidence in the record, the administrative law judge finds:

Claimant worked for employer as a temporary employee. Claimant's first day of employment was September 9, 2019. The last day claimant worked on the job was October 16, 2019. His assignment formally ended October 21, 2019. Employer still considers claimant available for employment.

When claimant arrived to his assignment on Monday, October 21, he was informed his assignment had ended. Claimant contacted Ms. Jones immediately after learning his assignment

had ended and several times in the following days to request reassignment. He was unable to reach Ms. Jones until October 29.

Since his most recent assignment ended, claimant has been offered and interviewed for another assignment. However, the client turned claimant down following the interview. Claimant was also offered temporary assignments via text message. However, he did not receive those messages due to his phone being shut off.

REASONING AND CONCLUSIONS OF LAW:

For the reasons set forth below, the November 12, 2019 (reference 05) unemployment insurance decision that determined claimant was eligible for benefits is **AFFIRMED**.

- I. Was the separation a layoff, discharge for misconduct, or voluntary quit without good cause?

Iowa Code section 96.5(1)a 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.

Iowa Admin. Code r. 871-24.26(19) provides:

Voluntary quit with good cause attributable to the employer and separations not considered to be voluntary quits. The following are reasons for a claimant leaving employment with good cause attributable to the employer:

(19) The claimant was employed on a temporary basis for assignment to spot jobs or casual labor work and fulfilled the contract of hire when each of the jobs was completed. An election not to report for a new assignment to work shall not be construed as a voluntary leaving of employment. The issue of a refusal of an offer of suitable work shall be adjudicated when an offer of work is made by the former employer. The provisions of Iowa Code section 96.5(3) and rule 24.24(96) are controlling in the determination of suitability of work. However, this subrule shall not apply to substitute school employees who are subject to the provisions of Iowa Code section 96.4(5) which denies benefits that are based on service in an educational institution when the individual declines or refuses to accept a new contract or reasonable assurance of continued employment status. Under this circumstance, the substitute school employee shall be considered to have voluntarily quit employment.

Each assignment with a temporary agency is considered a separate period of employment. The purpose of the statute is to provide notice to the temporary agency employer that the claimant is available for work at the conclusion of each temporary assignment so they may be reassigned and continue working. The plain language of the statute allows benefits for a claimant "who notifies the temporary employment firm of completion of an employment assignment and who seeks reassignment."

Since claimant contacted the employer within three working days of the notification of the end of the assignment, requested reassignment, and did not refuse available work, benefits are allowed, provided he is otherwise eligible.

- II. Was the claimant overpaid benefits? Should claimant repay benefits and/or charge employer due to employer participation in fact finding?

Because the administrative law judge finds claimant is eligible for benefits, these issues need not be addressed.

DECISION:

The November 12, 2019 (reference 05) unemployment insurance decision that determined claimant was eligible for benefits is AFFIRMED. Claimant is eligible for benefits, so long as he meets all other eligibility requirements.

Andrew B. Duffelmeyer
Administrative Law Judge
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Decision Dated and Mailed

abd/scn