

**IOWA WORKFORCE DEVELOPMENT  
UNEMPLOYMENT INSURANCE APPEALS**

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**ERIKA R WIEPRECHT**  
Claimant

**TEAM STAFFING SOLUTIONS INC**  
Employer

**APPEAL NO. 21A-UI-18059-JT-T**

**ADMINISTRATIVE LAW JUDGE  
DECISION**

**OC: 05/23/21  
Claimant: Appellant (1)**

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Iowa Code Section 96.5(1)(j) – Separation From Temporary Employment

**STATEMENT OF THE CASE:**

The claimant, Erika Wieprecht, filed a timely appeal from the August 5, 2021, reference 01, decision that disqualified her for benefits and that held the employer's account would not be charged for benefits, based on the deputy's conclusion that the claimant voluntarily quit employment on May 21, 2021 without good cause attributable to the temporary employment firm. After due notice was issued, a hearing was held on October 7, 2021. The claimant participated. Sarah Fiedler represented the employer. Exhibits A and B were received into evidence.

**ISSUE:**

Whether the claimant's separation from the temporary employment agency was for good cause attributable to the employer.

**FINDINGS OF FACT:**

Having reviewed all of the evidence in the record, the administrative law judge finds: The claimant was employed by Team Staffing Solutions, Inc., a temporary employment agency, and commenced a full-time, long-term work assignment with Scott's Miracle Grow on September 9, 2020. The claimant's core work hours were 6:00 a.m. to 2:30 p.m., Monday through Friday. The claimant was also required to work overtime hours as needed. The overtime hours were scheduled for before and/or after the claimant's core hours. A Scotts supervisor supervised the claimant's work. At the time of the claimant's assignment, Team Staffing also had an on-site account representative stationed at Scott's. The Scott's assignment paid \$14.00 an hour.

On September 8, 2020, before the claimant began the Scott's assignment, the employer had the claimant sign an end-of-assignment notification policy. The policy was set forth on a separate document. The policy obligated the claimant to contact the employer within three working days of completion of an assignment to request placement in a new assignment or be deemed a voluntary quit and risk impact on her eligibility for unemployment insurance benefits. The employer provided the claimant with a copy of the document the claimant signed.

The claimant last worked in the Scott's assignment on Friday, May 21, 2021. On the claimant's last day in the assignment, the claimant reported to work ill. The claimant insisted on being allowed to work to the end of her shift. The supervisor told the claimant this was unacceptable and that if the claimant was sick she needed to leave the workplace. The claimant left the workplace upon the supervisor's directive and the supervisor notified Team Staffing that Scotts was ending the assignment. A Team Staffing Supervisor promptly notified the claimant that the assignment was ended.

On Monday, May 24, 2021, the a Team Staffing representative contacted the claimant and discussed with the claimant a possible new production labor assignment that would pay \$13.00 an hour with work hours being 7:00 a.m. to 4:00 p.m. The claimant told the employer she wanted to think about it.

The next contact between the parties occurred on June 8, 2021.

### **REASONING AND CONCLUSIONS OF LAW:**

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.

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.

The evidence in the record establishes a voluntary quit without good cause attributable to the employer. The claimant completed an assignment on Friday, May 21, 2021. The employer notified the claimant on that day that the assignment was done. The employer had properly notified the claimant of the claimant's obligation to contact the temporary employment firm within three working days of the completion of an assignment to request placement in a new assignment or be deemed to have voluntarily quit the employment and risk negative impact on eligibility for unemployment insurance benefits. The employer initiated contact with the claimant on Monday, May 24, 2021 regarding another prospective assignment. The claimant indicated she would think about it, but then did not make further contact with the employer until June 8, 2021. Because the claimant did not contact the employer within three working days to request placement in a new assignment, the claimant is disqualified for benefits until she has worked in and been paid wages for insured work equal to 10 times her weekly benefit amount. The claimant must meet all other eligibility requirements. The employer's account shall not be charged.

**DECISION:**

The August 5, 2021, reference 01, decision is affirmed. The claimant's separation from the temporary employment agency was without for good cause attributable to the temporary employment agency. The claimant is disqualified for benefits until she has worked in and been paid wages for insured work equal to 10 times her weekly benefit amount. The claimant must meet all other eligibility requirements. The employer's account shall not be charged.



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James E. Timberland  
Administrative Law Judge

November 23, 2021  
Decision Dated and Mailed

jet/kmj