

**IOWA WORKFORCE DEVELOPMENT  
UNEMPLOYMENT INSURANCE APPEALS BUREAU**

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

**LILIA M MEZA-HERNANDEZ**

Claimant

**APPEAL NO. 18A-UI-03787-S1-T**

**ADMINISTRATIVE LAW JUDGE  
DECISION**

**PERSONNEL STAFFING GROUP LLC**

Employer

**OC: 02/11/18**

**Claimant: Respondent (1)**

Section 96.5-1-j – Separation from Temporary Employer

Section 96.3-7 – Overpayment

**STATEMENT OF THE CASE:**

Personnel Staffing Group (employer) appealed a representative's March 13, 2018, decision (reference 03) that concluded Lilia Meza-Hernandez (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 April 18, 2018. The claimant participated personally through Paloma de los Santos. The employer participated by Emily Halpin, Account Executive, and Stacy Navarro, Human Resource Coordinator. Exhibit D-1 was received into evidence.

**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 March 3, 2017, through January 24, 2018. She signed an electronic English document on November 29, 2017, indicating she was to contact the employer within three working days following the completion of an assignment to request placement in a new assignment. The document indicated the consequences of failure to notify the employer. The claimant reads English somewhat. Her first language is Spanish. The claimant was not given a copy of the document which was part of the contract for hire. The claimant completed her last assignment on January 24, 2018, but did not seek reassignment from the employer.

The claimant filed for unemployment insurance benefits with an effective date of February 11, 2018. The employer provided the name and number of Jennifer Castalamos as the person who would participate in the fact-finding interview on February 12, 2018. The fact finder called Ms. Castalamos but she was not available. The fact finder left a voice message with the fact finder's name, number, and the employer's appeal rights. The employer was reorganizing its office space but did not provide an alternate number to be used during the reorganization.

## 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 contract for hire and the employer must give the worker a copy. 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 March 13, 2018, decision (reference 03) is affirmed. The claimant was separated from the employer for good cause attributable to the employer. The claimant is eligible to receive unemployment insurance benefits.

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Beth A. Scheetz  
Administrative Law Judge

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Decision Dated and Mailed

bas/rvs