

**IOWA WORKFORCE DEVELOPMENT
UNEMPLOYMENT INSURANCE APPEALS BUREAU**

ALICIA SEUREY
Claimant

RANDSTAD US LLC
Employer

APPEAL 21A-UI-01592-DB-T

**ADMINISTRATIVE LAW JUDGE
DECISION**

OC: 09/13/20
Claimant: Respondent (1)

Iowa Code § 96.5(1)j – Voluntary Quitting – Temporary Employment
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:

The employer/appellant filed an appeal from the December 9, 2020 (reference 02) unemployment insurance decision that allowed benefits to the claimant based upon her separation from employment. The parties were properly notified of the hearing. A telephone hearing was held on February 22, 2021. The claimant, Alicia Seurey, participated personally. The employer, Randstad US LLC, participated through witness Danielle Wood. Employer's Exhibit 1 was admitted. The administrative law judge took official notice of the claimant's unemployment insurance benefits records, including the fact-finding documents.

ISSUES:

Did the claimant voluntarily quit by not reporting for an additional work assignment within three business days of the end of the last assignment?
Has the claimant been overpaid any unemployment insurance benefits, and if so, can the repayment of those benefits to the agency be waived?
Can any charges to the employer's account be waived?

FINDINGS OF FACT:

Having reviewed all of the evidence in the record, the administrative law judge finds: The claimant was a temporary employee of a temporary employment firm. On November 19, 2019, the claimant had completed paperwork with the employer, including signing the employer's policy that she must request additional job assignments within three working days of the completion of the job assignment. See Exhibit 1. The claimant was emailed a copy of the policy.

Claimant received her job assignment from the employer to work at Wells Fargo beginning on January 13, 2020 as a full-time loan servicing specialist. On July 27, 2020, Ronni Bopes, an employee with this employer telephoned the claimant and told her that Wells Fargo was ending her assignment due to her poor production. Claimant requested additional work from Ms. Bopes which she was on the call and was told there was no further assignments for her. Ms. Bopes also told the claimant that she would contact her if additional assignments occurred and

she requested that she send her an updated resume. The claimant told Ms. Bopes that she already had her most updated resume. Claimant was not contacted for further assignments.

Claimant has received unemployment insurance benefits funded by the State of Iowa in the amount of \$5,830.00 effective September 13, 2020 through February 13, 2021. The employer participated in the fact-finding interview in writing through its statement of protest indicating that the claimant voluntarily quit after failing to notify it within three days.

REASONING AND CONCLUSIONS OF LAW:

For the reasons that follow, the administrative law judge concludes the separation was not disqualifying. Benefits are allowed, provided the claimant is otherwise eligible.

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(15) provides:

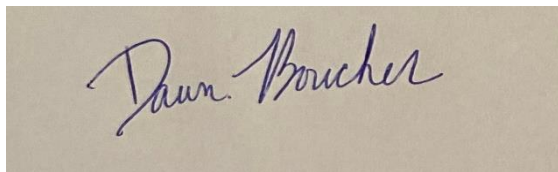
Employee of temporary employment firm.

- 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.

The plain language of the statute allows benefits for a claimant "who notifies the temporary employment firm of completion of an assignment and who seeks reassignment." Since the claimant did request an additional assignment from Ms. Bopes when she was told her assignment with Wells Fargo was ending, and there was no work available, no disqualification is imposed. The separation from employment is not disqualifying and unemployment insurance benefits funded by the State of Iowa are allowed, provided claimant remains otherwise eligible. Because benefits are allowed, the issues of overpayment are moot. The employer's account may be charged for benefits paid.

DECISION:

The December 9, 2020 (reference 02) unemployment insurance decision is affirmed. The claimant's separation was not disqualifying. Benefits are allowed, provided claimant is otherwise eligible.



Dawn Boucher
Administrative Law Judge

March 3, 2021
Decision Dated and Mailed

db/lj