

**IOWA WORKFORCE DEVELOPMENT  
UNEMPLOYMENT INSURANCE APPEALS BUREAU**

**ARTHUR M ROBERTSON**  
Claimant

**EXPRESS SERVICES INC**  
Employer

**APPEAL 18A-UI-02676-SC-T**

**ADMINISTRATIVE LAW JUDGE  
DECISION**

**OC: 12/17/17**  
**Claimant: Respondent (2)**

Iowa Code § 96.5(1) – Voluntary Quitting  
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:**

Express Services, Inc. (employer) filed an appeal from the February 19, 2018, reference 02, unemployment insurance decision that allowed benefits based upon the determination Arthur M. Robertson (claimant) was employed on a temporary basis and contacted the employer within three days of the end of his assignment. The parties were properly notified about the hearing. A telephone hearing was held on March 23, 2018. The claimant did not answer at the phone number registered for the hearing and did not participate. The employer participated through Recruiting Specialist Olivia Watson. The Employer's Exhibit 1 was admitted.

**ISSUES:**

Did the claimant voluntarily quit the employment with good cause attributable to the employer?

Did the claimant quit by not reporting for additional work assignments within three business days of the end of the last assignment?

Has the claimant been overpaid unemployment insurance benefits and, if so, can the repayment of those benefits to the agency be waived?

Can 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 employed in a temporary full-time position as a receiver/packager with the employer's client Klein Tools beginning on October 2, 2017, and was separated from employment on November 10, 2017. When the claimant was hired, he signed a policy stating he was required to notify the employer within three days of the end of an assignment. (Exhibit 1)

On November 8, 2017, the employer contacted the claimant to ask why he had not been reporting to work. On November 10, 2017, the claimant contacted the employer and stated things were not working out at the assignment. He did not request another job assignment at that time. On November 16, 2017, the claimant sent a text message asking for a new job assignment.

The administrative record reflects that claimant has not received unemployment benefits since filing a claim with an effective date of December 17, 2017. The administrative record also establishes that the employer did participate in the fact-finding interview.

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

For the reasons that follow, the administrative law judge concludes the claimant voluntarily left the employment without good cause attributable to the employer. Benefits are denied.

Iowa Code section 96.5(1)j provides:

An individual shall be disqualified for benefits:

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 lettered 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.

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 assignment *and* who seeks reassignment.” (Emphasis supplied.) In this case, the employer had notice of the claimant’s availability because he notified it of the end of the assignment but he did not request another assignment within the required three days. Therefore, he is considered to have quit the employment without good cause attributable to the employer. Benefits are denied.

The issue of overpayment is moot as the claimant has not received any unemployment insurance benefits to date. As benefits are denied, the employer’s account will not be subject to charge based on this separation.

**DECISION:**

The February 19, 2018, reference 02, unemployment insurance decision is reversed. The claimant’s separation was not attributable to the employer. Benefits are withheld until such time as he works in and has been paid for wages equal to ten times his weekly benefit amount, provided he is otherwise eligible. The issue of overpayment is moot as the claimant has not received any unemployment insurance benefits to date. As benefits are denied, the employer’s account will not be subject to charge based on this separation.

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Stephanie R. Callahan  
Administrative Law Judge

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Decision Dated and Mailed

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