

BEFORE THE
EMPLOYMENT APPEAL BOARD
Lucas State Office Building
Fourth floor
Des Moines, Iowa 50319

KESHIA L BLADES

Claimant

and

PREMIER STAFFING INC

Employer

HEARING NUMBER: 20BUI-00003

EMPLOYMENT APPEAL BOARD
DECISION

NOTICE

THIS DECISION BECOMES FINAL unless (1) a **request for a REHEARING** is filed with the Employment Appeal Board within **20 days** of the date of the Board's decision or, (2) a **PETITION TO DISTRICT COURT IS FILED WITHIN 30 days** of the date of the Board's decision.

A REHEARING REQUEST shall state the specific grounds and relief sought. If the rehearing request is denied, a petition may be filed in **DISTRICT COURT** within **30 days** of the date of the denial.

SECTION: 96.5-1

DECISION

UNEMPLOYMENT BENEFITS ARE ALLOWED IF OTHERWISE ELIGIBLE

The Claimant appealed this case to the Employment Appeal Board. The members of the Employment Appeal Board reviewed the entire record. The Appeal Board, one member dissenting, finds it cannot affirm the administrative law judge's decision. The Employment Appeal Board **REVERSES** as set forth below.

FINDINGS OF FACT:

The Claimant, Keshia L. Blades, was employed by Premier Staffing, Inc., a temporary staffing firm. The Employer has a policy stating an employee must check in with employer within three days of an assignment ending to see if work is available. The policy is printed on a one-page document and was signed by Claimant. The Employer did **not** provide the Claimant with her own copy of the policy.

The Claimant was last assigned to work in a warehouse on a full-time basis from October 8, 2019, until November 14, 2019, when the assignment was ended due to poor attendance based on a point system. The Claimant spoke to another employee in the Employer's office inquiring about other assignments. She was not reassigned.

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REASONING AND CONCLUSIONS OF LAW:

Iowa Code section 96.5(1) provides:

An individual shall be disqualified for benefits: *Voluntary Quitting*. If the individual has left work voluntarily without good cause attributable to the individual's employer, if so found by the department.

j. The individual is a temporary employee of 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.

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.* (Emphasis added.)

The findings of fact show how we have resolved the disputed factual issues in this case. We have carefully weighed the credibility of the witnesses and the reliability of the evidence. We attribute more weight to the Claimant's version of events. The Employer, by its own testimony, did not provide the Claimant with her own copy of the Employer's notification policy in accordance with the aforementioned administrative rule. Rather, the Employer verbally explained the policy to the Claimant at the start of her employment. Based on this record, we find the Employer did not comply with the notification requirement by Iowa law. For this reason, we conclude the Claimant did not voluntarily quit her employment with Premier Staffing.

DECISION:

The administrative law judge's decision dated January 28, 2020 is **REVERSED**. The Employment Appeal Board concludes that the Claimant did not voluntarily quit her employment, and was not reassigned when her assignment ended. Accordingly, she is allowed benefits provided she is otherwise eligible.

Ashley R. Koopmans

DISSENTING OPINION OF KIM D. SCHMETT:

I respectfully dissent from the decision of the Employment Appeal Board; I would affirm the decision of the administrative law judge in its entirety.

Kim D. Schmett

AMG/fnv