

**IOWA WORKFORCE DEVELOPMENT
UNEMPLOYMENT INSURANCE APPEALS**

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

SAVANA N HILTON
Claimant

APPEAL NO. 17A-UI-08973-S1-T

**ADMINISTRATIVE LAW JUDGE
DECISION**

ELITE STAFFING GLOBAL INC
Employer

OC: 07/30/17
Claimant: Respondent (1)

Section 96.5-1-j – Separation from Temporary Employer
Section 96.3-7 – Overpayment

STATEMENT OF THE CASE:

Elite Staffing Global (employer) appealed a representative's August 28, 2017, decision (reference 02) that concluded Savanna Hilton (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 scheduled for September 20, 2017. The claimant did not provide a telephone number for the hearing and, therefore, did not participate. The employer was represented by Cary Miller, Hearings Representative, and participated by Kathy Achenbach, Branch Manager. Exhibit D-1 was received into evidence. The employer offered and Exhibit 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 September 27, 2016, through December 18, 2016. She signed an Elite Staffing Orientation Agreement for Ferrara Candy Company on September 22, 2016. In that document there was a section on Dress Code. The last entry under Dress Code stated, "If Assignment is ended, you should contact Elite Staffing within 3 days for possible re-assignment". No consequences were listed for failure to notify the employer of the end of the assignment. The claimant was given a copy of the document which was not separate from the contract for hire with Ferrara Candy Company. On September 22, 2016, the claimant signed for receipt of the employer's handbook. It said, "If your job assignment has ended, you should contact Elite for another assignment". The claimant completed her last assignment on December 18, 2017, but did not seek reassignment from the employer.

The claimant filed for unemployment insurance benefits with an effective date of July 30, 2017. The employer participated personally at the fact finding interview on August 25, 2017, by Kathy Achenbach.

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 tell the worker the consequences for failure to seek reassignment. In this case, the employer notified the claimant of a three-day requirement in a contract for hire with the client company. The employer did not notify the claimant of a three-working day requirement. The notice was placed at the bottom of a paragraph marked "Dress Code" and did not indicate the consequences for failure to notify the employer. 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 August 28, 2017, decision (reference 02) is affirmed. Benefits are allowed, provided the claimant is otherwise eligible.

Beth A. Scheetz
Administrative Law Judge

Decision Dated and Mailed

bas/rvs