

**IOWA WORKFORCE DEVELOPMENT
UNEMPLOYMENT INSURANCE APPEALS**

JAYNA L BROWN Claimant KELLY SERVICES INC Employer	<div>68-0157 (9-06) - 3091078 - EI</div> <div>APPEAL NO: 20A-UI-05888-JE-T</div> <div>ADMINISTRATIVE LAW JUDGE DECISION</div> <div>OC: 03/29/20 Claimant: Appellant (2)</div>
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Section 96.5-2-a – Discharge Misconduct
Section 96.5(1)j – Voluntary Leaving (Temporary Employment)

STATEMENT OF THE CASE:

The claimant filed a timely appeal from the June 4, 2020, reference 01, decision that denied benefits. After due notice was issued, a hearing was held by telephone conference call before Administrative Law Judge Julie Elder on July 6, 2020. The claimant participated in the hearing. The employer did not respond to the hearing notice and did not participate in the hearing. Claimant's Exhibit A was admitted into evidence.

ISSUE:

The issue is whether the employer discharged the claimant for work-connected misconduct and whether the claimant sought reassignment from the employer.

FINDINGS OF FACT:

The claimant was employed as a full-time lienholder follow-up representative for Kelly Services last assigned at Copart from January 27, 2020 to February 28, 2020. On February 29, 2020, the employer emailed the claimant stating that it received notice the client was no longer going to use temporary staffing and the claimant should not report for work March 2, 2020. The employer also stated it "would look for other opportunities for you" (Claimant's Exhibit A). The claimant called the employer to ask about another assignment on two occasions during the week of March 2, 2020, but did not receive a return call.

REASONING AND CONCLUSIONS OF LAW:

For the reasons that follow, the administrative law judge concludes the claimant voluntarily left her employment with good cause attributable to the employer.

Iowa Admin. Code r. 871-24.26.(22) provides:

Voluntary quit with good cause attributable to the employer and separations not considered to be voluntary quits. The following are reasons for a claimant leaving employment with good cause attributable to the employer"

(22) The claimant was hired for a specific period of time and completed the contract of hire by working until this specific periods of time had lapsed. However, this subrule shall not apply to substitute school employees who are subject to the provisions of Iowa Code section 96.4(5) which denies benefits that are based on service in an educational institution when the individual declines or refuses to accept a new contract or reasonable assurance of continued employment status. Under this circumstance, the substitute school employees shall be considered to have voluntarily quit employment.

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:

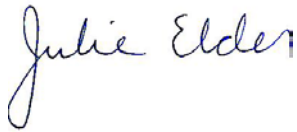
(a) "Temporary employee" means an individual who is employed by a temporary employment firm to provide services to clients to supplement their workforce during absences, seasonal workloads, temporary skill or labor market shortages, and for special assignments and projects.

(b) "Temporary employment firm" means a person engaged in the business of employing temporary employees.

The employer has not established misconduct on the part of the claimant as defined by Iowa law. The remaining issue is whether the claimant sought reassignment from the employer. The employer did not participate in the hearing and the claimant does not know if it has a policy requiring employees to seek reassignment from the employer within three days after the end of the assignment. However, the claimant did call the employer twice to seek reassignment within the next three business days after being notified the assignment was over. The employer knew at that time the claimant was able and available for work and wanted another assignment.

DECISION:

The June 4, 2020, reference 01, decision is reversed. The claimant's separation from employment was attributable to the employer. Benefits are allowed provided the claimant is herwise eligible.



Julie Elder
Administrative Law Judge
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July 20, 2020
Decision Dated and Mailed

je/scn