

**IOWA WORKFORCE DEVELOPMENT
UNEMPLOYMENT INSURANCE APPEALS BUREAU**

MANAHIL M IBRAHIM
Claimant

ADVANCE SERVICES INC
Employer

APPEAL 20A-UI-15497-S1-T
**ADMINISTRATIVE LAW JUDGE
DECISION**

OC: 08/30/20
Claimant: Respondent (2)

Iowa Code § 96.5-2-a – Discharge for Misconduct
Iowa Code § 96.5-1 - Voluntary Quit
Iowa Code § 96.5-1-j – Separation from Temporary Employer
Iowa Code § 96.3-7 – Overpayment
PL 116-136 Section 2104 (B) – Federal Pandemic Unemployment Compensation
871 IAC 24.10 – Employer Participation in the Fact-Finding Interview

STATEMENT OF THE CASE:

Advance Services (employer) appealed a representative's November 18, 2020, decision (reference 02) that concluded Manahil Ibrahim (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 held on January 25, 2021. The claimant did not provide a telephone number and, therefore, did not participate in the hearing. The employer participated by Melissa Lewien, Risk Manager.

The employer offered and Exhibits One and Two were received into evidence. The administrative law judge took official notice of the administrative file.

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 off and on from January 21, 2020, through March 4, 2020. She signed a document on January 16, 2020, indicating she was to contact the employer within three working days following the completion of an assignment to request placement in a new assignment. The document indicated the consequences of a failure to notify the employer. The claimant was given a copy of the document, which was separate from the contract for hire. The claimant completed her last assignment on March 4, 2020, but did not seek reassignment from the employer until March 20, 2020.

The employer participated personally at the cold-call fact-finding interview on November 16, 2020, by Melissa Lewien.

The claimant filed for unemployment insurance benefits with an effective date of August 30, 2020. Her weekly benefit amount was determined to be \$94.00. The claimant received no state unemployment insurance benefits or Federal Pandemic Unemployment Compensation after August 30, 2020.

REASONING AND CONCLUSIONS OF LAW:

For the reasons that follow the administrative law judge concludes the claimant was 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.

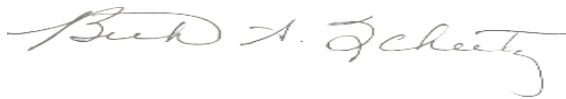
Under the Iowa Code the employer must advise the claimant of the three-day notice requirement and give the claimant a copy of that requirement. The notice requirement must be

separate from the contract for hire. The employer followed the requirements of the code. The claimant did not. She did not request reassignment within three working days. Therefore, benefits are denied.

Overpayment of benefits is not an issue because the claimant did not receive any benefits.

DECISION:

The representative's November 18, 2020 decision (reference 02) is reversed. The claimant was separated from the employer for no good cause attributable to the employer. Benefits are withheld until the claimant has worked in and has been paid wages for insured work equal to ten times the claimant's weekly benefit amount provided the claimant is otherwise eligible.



Beth A. Scheetz
Administrative Law Judge

February 09, 2021
Decision Dated and Mailed

bas/ol