

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

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**RESINA D SHIELDS**

Claimant

and

**IOWA STAFFING INC**

Employer

**HEARING NUMBER: 20BUI-03576**

**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-J, 96.3-7

**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, Resina Shields, worked for Iowa Staffing, Inc., a temporary employment agency where she was last assigned to work a project from October 14, 2019 through December 3, 2019 as a part-time telemarketer for a political campaign (run-off election). The Claimant received a copy of the Employer's notification policy at orientation that requires she check in within three days upon completion of a given assignment. When the political campaign assignment ended, the Claimant was notified of its completion and told she was laid off.

The Claimant contacted the agency December 5th, speaking to Anna, to inquire about a new assignment. The Employer told her there was no work at that time and placed her on the availability list. She continued to call in weekly, but was told no work was available.

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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 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.

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.

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. Both parties acknowledge the Claimant was aware of the Employer's notification policy. When the assignment ended on December 3rd, the Claimant's contact two days later on December 5th was well within the three-day notification requirement. By the Employer's own testimony, the Claimant was considered to have been laid off at the end of the political campaign assignment. The fact the Claimant repeatedly called in, and was repeatedly told there was no work available establishes the Claimant is continuing to look for work and unemployed through no fault of her own.

## DECISION:

The administrative law judge's decision dated May 26, 2020 is **REVERSED**. The Employment Appeal Board concludes that the Claimant did not voluntarily quit her employment, but remains available for work. Accordingly, she is allowed benefits provided she is otherwise eligible.

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Ashley R. Koopmans

**DISSENTING OPINION OF MYRON R. LINN:**

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

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Myron R. Linn

AMG/fnv