

**IOWA WORKFORCE DEVELOPMENT
UNEMPLOYMENT INSURANCE APPEALS BUREAU**

MALISA VALLIE
Claimant

**AVENTURE STAFFING & PROFESSIONAL
SERVICES**
Employer

APPEAL 20A-UI-10078-J1-T

**ADMINISTRATIVE LAW JUDGE
DECISION**

OC: 5/24/20
Claimant: Appellant (2)

Iowa Code § 96.5(1) – Voluntary Quitting
Iowa Code § 96.5(1)J – Request Reassignment

STATEMENT OF THE CASE:

On August 24, 2020, the claimant filed an appeal from the August 19, 2020, (reference 01) unemployment insurance decision that denied benefits based on failure to request reassignment. The parties were properly notified about the hearing. A telephone hearing was held on October 1, 2020. Claimant participated. Employer participated through Toni Holguin, Human Resources Specialist and Amber Vasquez, Branch Manager. Exhibit A was admitted.

ISSUES:

Was claimant a temporary employee required to request reassignment?
Did claimant request reassignment after her assignment ended.?

FINDINGS OF FACT:

Having reviewed all of the evidence in the record, the administrative law judge finds: Claimant attended orientation for the employer on September 4, 2019 and began her employment when she was placed at a company called ISONOVA on September 9, 2020. The employer Aventure Staffing & Professional Services (Aventure), provides employment agency services to companies and employees. Claimant signed a separate agreement that acknowledged that she had an obligation. Claimant was separated from employment on May 28, 2020, when she was called by Ms. Vasquez and told of her assignment ending at ISONOVA. ISONOVA told Ms. Vasquez that it was changing some of the job duties and ISONOVA did not feel claimant could physically perform the job.

Claimant was ill and at home when Ms. Vasquez called to tell her her assignment was over on May 28, 2020. The claimant asked Ms. Vasquez if Aventure had any assignments available for her. Claimant told Ms. Vasquez that she was ill and needed the weekend to recover before she could accept an assignment. Claimant told Ms. Vasquez that she wanted her next assignment to be office work. Claimant went to the office of Aventure on June 2, 2020 to pick up items she left at ISONOVA and return some clothing.

REASONING AND CONCLUSIONS OF LAW:

Iowa Code section 96.5. provides, in part,

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.

Iowa Admin. Code r. 871-24.26(15) provides:

Employee of temporary employment firm.

a. The individual is a temporary employee of a temporary employment firm who notifies the temporary employment firm within three days of completion of an employment assignment and seeks reassignment under the contract of hire. The

employee must be advised by the employer of the notification requirement in writing and receive a copy.

b. The individual shall be eligible for benefits under this subrule if the individual has good cause for not contacting the employer within three days and did notify the employer at the first reasonable opportunity.

c. Good cause is a substantial and justifiable reason, excuse or cause such that a reasonable and prudent person, who desired to remain in the ranks of the employed, would find to be adequate justification for not notifying the employer. Good cause would include the employer's going out of business; blinding snow storm; telephone lines down; employer closed for vacation; hospitalization of the claimant; and other substantial reasons.

d. Notification may be accomplished by going to the employer's place of business, telephoning the employer, faxing the employer, or any other currently acceptable means of communications. Working days means the normal days in which the employer is open for business.

The Iowa Supreme Court affirmed the denial of unemployment benefits to a claimant who failed to call her temporary employment firm within three days of the end of her assignment. *Sladek v. Employment Appeal Bd.*, 939 N.W.2d 632, (Iowa 2020).

Because our unemployment compensation law is designed to protect workers from financial hardships when they become unemployed through no fault of their own, we construe the provisions "liberally to carry out its humane and beneficial purpose." *Bridgestone/Firestone, Inc. v. Emp't Appeal Bd.*, 570 N.W.2d 85, 96 (Iowa 1997). "[C]ode provisions which operate to work a forfeiture of benefits are strongly construed in favor of the claimant." *Diggs v. Emp't Appeal Bd.*, 478 N.W.2d 432, 434 (Iowa Ct. App. 1991).

Claimant told her employer Aventure on May 28, 2020 that she wanted a new assignment, preferably office work. She was ill on that day and a couple of days next week, but claimant made it clear she wanted a new assignment. Once claimant told her employer she wanted another assignment claimant fulfilled her obligation to request a reassignment. After claimant fulfilled her obligation the employer did not offer her a position.

Claimant did not quit her job. Claimant was terminated for no disqualifiable reason.

DECISION:

Regular Unemployment Insurance Benefits Under State Law

The August 19, 2020, (reference 01) unemployment insurance decision is reversed. Benefits are payable, provided claimant is otherwise eligible.



James F. Elliott
Administrative Law Judge

October 8, 2020
Decision Dated and Mailed

je/sam