

**IOWA WORKFORCE DEVELOPMENT  
UNEMPLOYMENT INSURANCE APPEALS BUREAU**

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**VERA A CHAVEZ**  
Claimant

**APPEAL 20A-UI-09215-J1-T**

**ADMINISTRATIVE LAW JUDGE  
DECISION**

**TEAM STAFFING SOLUTIONS INC**  
Employer

**OC: 04/26/20  
Claimant: Appellant (2)**

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Iowa Code § 96.5(1) – Voluntary Quitting  
Iowa Code § 96.5(1) J – Temporary Employment

**STATEMENT OF THE CASE:**

On August 3, 2020, the claimant filed an appeal from the July 29, 2020, (reference 04) 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 September 15, 2020. Claimant participated. Employer participated through Sarah Fiedler, Risk Manager. Claimant Exhibit, two pages of text messages was admitted as Exhibit A. Employers Notification Requirement was admitted as Exhibit B.

**ISSUE:**

Did claimant fail to request a reassignment?  
Did claimant voluntarily quit with good cause attributable to the employer?

**FINDINGS OF FACT:**

Having reviewed all of the evidence in the record, the administrative law judge finds: Claimant began working for employer on January 29, 2020. Claimant signed an acknowledgement concerning requesting reassignment of a new work assignment within three working days on January 27, 2020. (Ex. B)

Claimant last worked as a full-time production worker on April 28, 2020. Claimant was separated from employment on April 29, 2020 when she received a text message that her job at Innovairre was over and she was not to report to work. (Ex. A, p. 2) Claimant was placed at Innovairre by team staffing. Claimant and Ms. Fiedler both testified that claimant's position at Innovairre was a Temp-to-Hire position.

Ms. Fiedler testified that after the claimant was told her job at Inovairre was over on April 29, 2020, the next recorded contact with claimant to Team Staffing Solutions was May 13, 2020. Team Staffing Solutions did text claimant on May 4 requesting that claimant return her badge. Ms. Fiedler did not testify to any notation in the records of a response. Claimant testified that she

would call in weekly after her job at Inovairre ended to inquire if there was additional work. Claimant testified she would sometimes speak to persons in the office about potential jobs.

### **REASONING AND CONCLUSIONS OF LAW:**

The first issue to determine is under the facts of this case was Team Staffing Solutions a temporary employment firm. A temporary employment firm has a specific definition under Iowa Code 96.5(1)j and Iowa Admin. Code r. 871-24.26(15).

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.

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). There was no dispute that claimant was a temporary employee of a temporary employment firm.

In this case both the employer and claimant testified that claimant was placed at Innovairre as a Temp-to-Hire position. Innovairre could, at their discretion, make claimant a permanent employee of Innovairre. There was no evidence provided that claimant was hired for "absences, seasonal workloads, temporary skill or labor market shortages, and for special assignments and projects" as required for an employee to be classified as a temporary employee of a temporary employment firm. As such, I find Iowa Code 96.5(1)j is not applicable in this case and claimant did not have an obligation to call and request a reassignment within three working days.


Iowa unemployment insurance law disqualifies claimants who voluntarily quit employment without good cause attributable to the employer or who are discharged for work-connected misconduct. Iowa Code §§ 96.5(1) and 96.5(2)a. The burden of proof rests with the employer to show that the claimant voluntarily left his employment. *Irving v. Emp't Appeal Bd.*, 883 N.W.2d 179 (Iowa 2016). A voluntary quitting of employment requires that an employee exercise a voluntary choice between remaining employed or terminating the employment relationship. *Wills v. Emp't Appeal Bd.*, 447 N.W.2d 137, 138 (Iowa 1989); *Peck v. Emp't Appeal Bd.*, 492 N.W.2d 438, 440 (Iowa Ct. App. 1992).

The claimant did not quit her employment. She was terminated on April 29, 2020. There is no evidence that claimant committed job-related misconduct or was discharged for any disqualifiable reason.

## **DECISION:**

### **Regular Unemployment Insurance Benefits Under State Law**

The July 29, 2020, (reference 04) unemployment insurance decision is reversed. Benefits are payable, provided claimant is otherwise eligible.



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James F. Elliott  
Administrative Law Judge

September 18, 2020  
Decision Dated and Mailed

je/sam