

**IOWA WORKFORCE DEVELOPMENT  
UNEMPLOYMENT INSURANCE APPEALS BUREAU**

**STEPHANIE BRACKER-REGGELSEN**

Claimant

**ACRO SERVICE CORP**

Employer

**DIA APPEAL NO. 21IWDUI2116**

**IWD APPEAL NO. 21A-UI-08203**

**ADMINISTRATIVE LAW JUDGE  
DECISION**

**OC:3/22/20**

**Claimant: Appellant (2)**

Iowa Code § 96.19(38) – Timeliness of Appeal

Iowa Code § 96.4(3) – Able and Available

Iowa Code § 96.7(2)(a)(2) – Employer's Account Subject to Charge

**STATEMENT OF THE CASE:**

Stephanie Bracker-Reggelsen, claimant, filed an appeal from a March 16, 2021, unemployment insurance decision that denied unemployment benefits because records showed Bracker-Reggelsen was still employed at the same hours and wage at her job. She appealed the unfavorable decision on March 22, 2021.

A telephone hearing was held July 13, 2021. The parties were properly notified of the hearing via a Notice of Telephone Hearing sent to both parties at the above-listed addresses on June 10, 2021. The hearing was continued from an initial June 9, 2021, hearing date. Bracker-Reggelsen participated and was self-represented. A representative for ACRO Service Corp (ACRO). did not call in at the scheduled hearing time. Neither party submitted exhibits to the administrative file.

**ISSUES:**

Whether the claimant is eligible to receive total, partial or temporary benefits.

Whether the claimant is able and available to work.

Whether the employer's account is subject to charge.

Whether the claimant is still employed at the same hours and wages.

## **FINDINGS OF FACT:**

Having reviewed all of the evidence in the record, the administrative law judge finds:

Stephanie Bracker-Reggelsen was hired by the staffing agency ACRO and was placed at the Department of Transportation (DOT) as a greeter. Bracker-Reggelsen was a full-time employee for the DOT and was paid weekly by ACRO. Her employment at the DOT began July 27, 2020. Bracker-Reggelsen signed an employment contract with ACRO, but she did not submit this document to the administrative record. In October 2020, she was told she could only work a total of 700 hours at her DOT position. (Bracker-Reggelsen testimony.)

Bracker-Reggelsen tested positive for COVID-19 and was unable to work from November 9 through December 15, 2020. She was under a doctor's care and was unable to work. She returned to full-time work on December 15 and worked until January 9, 2021. Her employment at the DOT ended on January 9 because she had worked 700 hours. (Bracker-Reggelsen testimony.)

Bracker-Reggelsen knew her employment at the DOT was ending on January 9, so she contacted Priyansu Prasad, an employment relations specialist at ACRO, via email on January 4. She contacted Prasad again on January 6 to provide notice that her DOT job was ending and to ask for other work. Bracker-Reggelsen was not instructed to contact ACRO within three days of January 9. ACRO did not offer her another job after January 9, 2021. Bracker-Reggelsen has not worked for ACRO since January 9, 2021. (Bracker-Reggelsen testimony.)

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

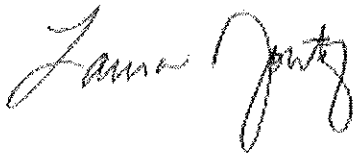
Temporary employment firms have an obligation to notify employees of the duty to request other work within three days of the conclusion of a temporary job. Iowa Code § 96.5(1)(j)(2). To satisfy this obligation, the temporary firm must require temporary employees to "read and sign a document that provides a clear and concise explanation of the notification requirement and the consequences of a failure to notify." *Id.* This document must be separate from the employee's contract. *Id.* A representative from ACRO did not appear at the hearing to testify to the existence or absence of a written agreement requiring Bracker-Reggelsen to request new work within three days of the conclusion of her DOT placement. Bracker-Reggelsen provided credible testimony she was not given a document with this specific information. She called ACRO twice prior to her last workday at the DOT and requested other employment.

If the employee "was not advised in writing of the duty to notify the temporary employment firm upon completion of an employment assignment," the failure to notify the firm within three working days is not deemed a voluntary quit that would disqualify the employee from receiving unemployment insurance benefits. Iowa Code § 96.5(1)(j)(1). A temporary employee is considered to have left employment with good cause attributable to the employer if the employee completed the temporary job and was not specifically notified of a duty to request additional work within three days of the conclusion of the temporary job. Iowa Admin. Code r. 871-24.26(19).

ACRO did not provide any evidence Bracker-Reggelsen was advised in writing to contact the company within three working days after finishing a job. Bracker-Reggelsen provided credible testimony she did not receive this information in writing from ACRO. I find Bracker-Reggelsen did not voluntarily quit her employment with ACRO in January 2021. Rather, she left employment with good cause attributable to the employer. In addition, I find Bracker-Reggelsen properly notified ACRO that she was available and seeking work when she emailed Prasad on January 4 and 6.

**DECISION:**

The March 16, 2021, decision is reversed. Claimant's temporary employment ended with no disqualifying reason. Benefits are allowed, provided she is otherwise eligible.



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Laura Jontz  
Administrative Law Judge  
Department of Inspections and Appeals  
Administrative Hearings Division

July 16, 2021

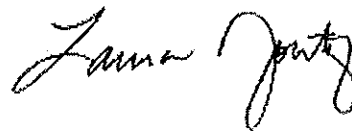
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Decision Dated and Mailed

CC: Stephanie Bracker-Reggelsen, Claimant (by First Class Mail)  
ACRO Service Corp., Employer (by First Class Mail)  
Nicole Merrill, IWD (AEDMS)  
Joni Benson, IWD (AEDMS)

**Case Title:** BRACKER-REGGELSEN V. ACRO SERVICE CORP  
**Case Number:** 21IWDUI2116  
**Type:** Proposed Decision

IT IS SO ORDERED.

A handwritten signature in black ink, appearing to read "Laura Jontz", written in a cursive style.

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Laura Jontz, Administrative Law Judge