

**IOWA WORKFORCE DEVELOPMENT  
UNEMPLOYMENT INSURANCE APPEALS**

68-0157 (9-06) - 3091078 - EI

**OLGA S JAMES**

Claimant

**APPEAL NO. 17A-UI-10700-S1-T**

**ADMINISTRATIVE LAW JUDGE  
DECISION**

**TEMPRO SERVICES**

Employer

**OC: 08/20/17**

**Claimant: Respondent (1)**

Section 96.5-1-j – Separation from Temporary Employer

Section 96.3-7 – Overpayment

**STATEMENT OF THE CASE:**

Tempo Services (employer) appealed a representative's October 13, 2017, decision (reference 06) that concluded Olga James (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 November 7, 2017. The claimant participated personally. The employer participated by Colleen McGuinty, Unemployment Insurance Administrator. Exhibit D-1 was received into evidence.

**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 from April 18 through August 4, 2017. She signed a document on March 14, 2017, indicating she was to contact the employer within three days following the completion of an assignment. The document indicated the consequences of a failure to contact the employer would be that the employer would consider the claimant to have voluntarily quit work. The claimant was given a copy of the document which was separate from the contract for hire.

The claimant worked her last day on August 4, 2017. On August 5, 2017 the employer called the claimant to say her assignment had ended. On August 8, 2017, the claimant called the employer to say she had been to the hospital on August 7, 2017, and was diagnosed with pneumonia. The employer told the claimant to call back when she was available for work. From August 15 to 18, 2017, the claimant was in the hospital with diverticulitis and colon bleeding. The claimant was released to return to work on August 25, 2017. She talked to the employer about reassignment on August 22 or 25, 2017. The employer considered her to have quit work.

The claimant filed for unemployment insurance benefits with an effective date of August 20, 2017. The employer participated personally at the fact finding interview on October 11, 2017, by Colleen McGuinty.

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

For the reasons that follow the administrative law judge concludes the claimant was not 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 claimant followed the requirements of the code by contacting the employer within three working days. She did not request reassignment within three working days because she was ill. Not requesting an assignment while one is incapacitated is good cause. The employer knew the claimant was ill and told her to call back

when she was better. The claimant was released to return to work on August 25, 2017. It was reasonable for her to request work at that time. By that date, the employer considered the claimant to have voluntarily quit work. Benefits are allowed as of August 27, 2017, provided the claimant is otherwise eligible.

**DECISION:**

The representative's October 13, 2017, decision (reference 06) is affirmed. The claimant was separated from the employer for good cause attributable to the employer. Benefits are allowed as of August 27, 2017, provided the claimant is otherwise eligible.

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Beth A. Scheetz  
Administrative Law Judge

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Decision Dated and Mailed

bas/rvs