

**IOWA WORKFORCE DEVELOPMENT
UNEMPLOYMENT INSURANCE APPEALS BUREAU**

SHANE A ROBERTS
Claimant

TEAM STAFFING SOLUTIONS INC
Employer

APPEAL 21A-UI-15871-DB-T
ADMINISTRATIVE LAW JUDGE
DECISION

OC: 03/28/21
Claimant: Respondent (2)

Iowa Code § 96.5(1)j – Voluntary Quitting – Temporary Employment
Iowa Code § 96.3(7) – Recovery of Benefit Overpayment
Iowa Admin. Code r. 871-24.10 – Employer/Representative Participation Fact-finding Interview

STATEMENT OF THE CASE:

The employer/appellant filed an appeal from the July 13, 2021 (reference 01) unemployment insurance decision that allowed benefits to the claimant based upon his separation from employment. The parties were properly notified of the hearing. A telephone hearing was held on September 8, 2021. The claimant participated personally. The employer participated through witness Sarah Fiedler. Employer's Exhibit 1 was admitted. The administrative law judge took official notice of the claimant's unemployment insurance benefits records.

ISSUES:

Did the claimant voluntarily quit by not reporting for an additional work assignment within three business days of the end of the last assignment?
Has the claimant been overpaid any unemployment insurance benefits, and if so, can the repayment of those benefits to the agency be waived?
Can any charges to the employer's account be waived?

FINDINGS OF FACT:

Having reviewed all of the evidence in the record, the administrative law judge finds: The claimant was a temporary employee of this temporary employment firm. On October 29, 2019, the claimant had completed paperwork with the employer, including signing the employer's notification requirement. See Ex 1. He received a copy of the policy. This policy was separate from his contract of hire. The policy required him to request additional work within three working days of a job assignment ending. See Ex 1.

Claimant received his job assignment from the employer to work at Siemens Gamesa. He worked as a full-time fabricator. Claimant began his assignment on November 6, 2019 and worked until March 31, 2020. Claimant was off of work due to COVID-19 exposure and was notified on April 8, 2020 that his job assignment had ended. The claimant did not request any additional job assignments from this employer but asked that Casey check with Siemens to see if their decision to end his job assignment was final. Casey did check with Siemens and notified the claimant on April 13, 2020 that the decision to end his job assignment was final. Claimant did not request an additional assignment at that time. There was continuing work available.

The claimant's administrative records indicate that he has received \$0.00 in regular unemployment insurance benefits effective his original claim date of March 28, 2021 as his claim is locked due to another disqualifying decision. No fact-finding interview was scheduled regarding the issue of claimant's separation from employment, however, the employer was given a written questionnaire to complete and return to Iowa Workforce Development, which it did. See Exhibit 1.

REASONING AND CONCLUSIONS OF LAW:

For the reasons that follow, the administrative law judge concludes as follows:

Iowa Code § 96.5(1)(j) provides:

An individual shall be disqualified for benefits:

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.

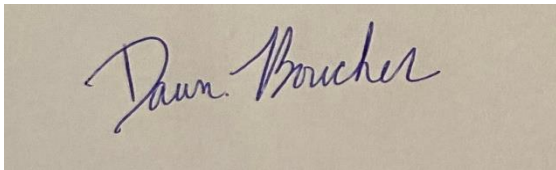
c. Good cause is a substantial and justifiable reason, excuse or cause such that a reasonable and prudent person, who desired to remain in the ranks of the employed, would find to be adequate justification for not notifying the employer. Good cause would include the employer's going out of business; 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 plain language of the statute allows benefits for a claimant "who notifies the temporary employment firm of completion of an assignment and who seeks reassignment." In this case, the claimant never requested any additional job assignments within three working days after the notification of the end of the assignment. There was continuing work available. As such, the separation is disqualifying. Benefits are denied effective his original claim date of March 28, 2021. Because benefits are denied, the issues of overpayment and chargeability are typically addressed. However, because no benefits have been paid to the claimant effective March 28, 2021, the issues of overpayment and chargeability are moot.

DECISION:

The July 13, 2021 (reference 01) unemployment insurance decision is reversed. The claimant's separation was disqualifying. Unemployment insurance benefits funded by the State of Iowa are denied until claimant has worked in and been paid wages for insured work equal to ten times his weekly benefit amount after his separation date, and provided he is otherwise eligible.

A rectangular area containing a handwritten signature in blue ink that reads "Dawn Boucher".

Dawn Boucher
Administrative Law Judge

September 17, 2021
Decision Dated and Mailed

db/mh