

**IOWA WORKFORCE DEVELOPMENT
UNEMPLOYMENT INSURANCE APPEALS BUREAU**

RAY A REED

Claimant

APPEAL 20A-UI-03469-CL-T

**ADMINISTRATIVE LAW JUDGE
DECISION**

QPS EMPLOYMENT GROUP INC

Employer

OC: 03/15/20

Claimant: Respondent (1)

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

PL 116-136, Sec. 2104(b) – Federal Pandemic Unemployment Compensation

STATEMENT OF THE CASE:

On April 24, 2020, the employer filed an appeal from the April 14, 2020, (reference 01) unemployment insurance decision that allowed benefits based on a separation from employment. The parties were properly notified about the hearing. A telephone hearing was held on May 20, 2020. Claimant did not register for the hearing and did not participate. Employer participated through assistant branch manager Amy Shannon and was represented by Mai Lor. Employer's Exhibit 1 was received.

ISSUES:

Did claimant quit by not reporting for additional work assignments within three business days of the end of the last assignment?

Has the claimant been overpaid unemployment insurance benefits, and if so, can the repayment of those benefits to the agency be waived?

Can charges to the employer's account be waived?

Is claimant eligible for Federal Pandemic Unemployment Compensation?

FINDINGS OF FACT:

Having reviewed all of the evidence in the record, the administrative law judge finds: Employer is a temporary staffing firm. Employer last assigned claimant to work as a full-time tire mounter at GNR Integration Services.

Claimant had no-call/no-show absences on January 24, 27, and 28, 2020. Claimant was aware he was required to report his absence to employer prior to the shift starting if he was going to be absent.

On January 29, 2020, recruiter Jessica Stanley called claimant to let him know the assignment ended due to his no-call/no-show absences. Claimant explained he was in the hospital and he

did not know what was wrong. Claimant told Stanley he would call employer when he felt better and was ready to return to work.

On February 3, 2020, claimant called employer and requested additional work. Employer did not have additional work for claimant.

Employer has a policy stating that employees must contact employer for reassignment within three working days of an assignment ending and that failing to do so without reasonable cause will result in a voluntary resignation from employment. Claimant signed a copy of the policy that was given to him on August 22, 2019.

REASONING AND CONCLUSIONS OF LAW:

For the reasons that follow, the administrative law judge concludes the claimant was separated from employment with good cause attributable to employer.

Iowa Code section 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. 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.

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.

For the purposes of this paragraph:

(1) "Temporary employee" means an individual who is employed by a temporary employment firm to provide services to clients to supplement their work force during absences, seasonal workloads, temporary skill or labor market shortages, and for special assignments and projects.

(2) "Temporary employment firm" means a person engaged in the business of employing temporary employees.

Iowa Admin. Code 871—24.26(15) provides:

The following are reasons for a claimant leaving employment with good cause attributable to the employer:

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 had 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 accepted means of communications. Working days means the normal days in which the employer is open for business.

In this case, claimant did not contact employer within three working days of his assignment ending. Claimant had good cause for not contacting the employer—he was ill to the point of being hospitalized. Claimant was only one working day late contacting employer. Employer did not have work available for claimant.

Claimant was separated with good cause attributable to employer.

Because claimant's separation qualifies him to receive unemployment insurance benefits, the issues regarding overpayment are moot. He was not overpaid benefits and he is eligible for Federal Pandemic Unemployment Compensation. See PL 116-136, Sec. 2104(b).

DECISION:

The April 14, 2020, (reference 01), decision is affirmed. The claimant's separation from employment was attributable to the employer. The claimant had a good cause reason for his failure to contact employer within three working days of his assignment ending. Benefits are allowed, provided the claimant is otherwise eligible.



Christine A. Louis
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May 21, 2020
Decision Dated and Mailed

cal/scn