

**BEFORE THE
EMPLOYMENT APPEAL BOARD
Lucas State Office Building
Fourth floor
Des Moines, Iowa 50319**

ROBERT T GENAW

Claimant

and

SEDONA STAFFING INC

Employer

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HEARING NUMBER: 20B-UI-07914

**EMPLOYMENT APPEAL BOARD
DECISION**

N O T I C E

THIS DECISION BECOMES FINAL unless (1) a **request for a REHEARING** is filed with the Employment Appeal Board within **20 days** of the date of the Board's decision or, (2) a **PETITION TO DISTRICT COURT** IS FILED WITHIN **30 days** of the date of the Board's decision.

A **REHEARING REQUEST** shall state the specific grounds and relief sought. If the rehearing request is denied, a petition may be filed in **DISTRICT COURT** within **30 days** of the date of the denial.

SECTION: 96.5-1, 96.5-1J

D E C I S I O N

UNEMPLOYMENT BENEFITS ARE DENIED

The Employer appealed this case to the Employment Appeal Board. Two members of the Employment Appeal Board reviewed the entire record. The Appeal Board finds it cannot affirm the administrative law judge's decision. The Employment Appeal Board **REVERSES** as set forth below.

FINDINGS OF FACT:

The Claimant, Robert Genaw, worked for Sedona Staffing beginning, initially, on May 5, 2014 as a general laborer for several temp assignments. The Claimant received the Employer's notification policy that requires the Claimant to request reassignment within three days of an assignment's end. The Claimant signed that notification policy on January 10, 2018. (Exhibit 1, unnumbered p. 3) Mr. Genaw's last assignment began on March 2, 2020, and ended on March 3, 2020 due to lack of work. The Claimant did not contact the Employer to request a reassignment. The Employer attempted to contact the Claimant with a job assignment on April 17, 2020, but the Claimant never responded.

REASONING AND CONCLUSIONS OF LAW:

Iowa Code section 96.5(1) provides:

An individual shall be disqualified for benefits: *Voluntary Quitting*. If the individual has left work voluntarily without good cause attributable to the individual's employer, if so found by the department.

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.

The record establishes the Employer provided the Claimant with its notification policy on January 10, 2018 for which the Claimant is attributed with knowledge based on his signature. Failure to comply with that policy rendered the Claimant's separation from employment with Sedona to be a voluntary quit. The burden of proof is on the Claimant to establish he had good cause to quit, or at the very least to prove he didn't receive a copy of that policy. However, since the Claimant did not participate in the hearing, the Employer has provided unrefuted testimony that the Claimant did not request reassignment within three days (by March 6, 2020). Based on this record, we conclude the Claimant's separation was a disqualifying event.

DECISION:

The administrative law judge's decision dated November 2, 2020 is **REVERSED**. The Employment Appeal Board concludes that the Claimant voluntarily quit without good cause attributable to the Employer. Accordingly, he is denied until such time he has worked in and was paid wages for insured work equal to ten times his weekly benefit amount, provided he is otherwise eligible. See, Iowa Code section 96.5(1)"g".

Ashley R. Koopmans

James M. Strohman