

**IOWA WORKFORCE DEVELOPMENT
UNEMPLOYMENT INSURANCE APPEALS BUREAU**

DANIELLE R FOX
Claimant

ADVANCE SERVICES INC

Employer

APPEAL 20A-UI-08989-J1-T

**ADMINISTRATIVE LAW JUDGE
DECISION**

**OC: 5/17/20
Claimant: Appellant (2)**

Iowa Code § 96.5(1) – Voluntary Quitting

STATEMENT OF THE CASE:

On July 27, 2020, the claimant filed an appeal from the July 15, 2020, (reference 01) unemployment insurance decision that denied benefits based on voluntary quit. The parties were properly notified about the hearing. A telephone hearing was held on September 11, 2020. Claimant participated. Employer participated through Melissa Lewien, Risk Manager, and Rhonda Linderman, Human Resources Coordinator. Exhibits A, B and C were admitted.

ISSUE:

Did claimant voluntarily quit her employment with good cause attributable to the employer?

FINDINGS OF FACT:

Having reviewed all of the evidence in the record, the administrative law judge finds: Claimant began working for employer in August, 2019. Claimant last worked as a full-time laborer. Claimant was separated from employment on May 15, 2020, when her work assignment at the Pioneer Dysart plant ended. Claimant was hired as a seasonal employee and was a temporary employee of a temporary employment firm. Claimant's first assignment went from August 28, 2019 through November 1, 2019. Claimant was then assigned to another job at the Pioneer Dysart plant starting on November 4, 2019 and ending May 15, 2020. Claimant was informed on May 13 or 14, 2020 by Ms. Linderman that her assignment was ending on May 15, 2020. At that time claimant asked for additional work and was told that there was the potential work at the Pioneer Reinbeck plant. On May 20, 2020 claimant was informed by Ms. Linderman that there was an assignment at the Reinbeck plant that started on May 26, 2020. Ms. Linderman sent claimant a job assignment sheet for the Reinbeck plant job. On May 21, 2020 at slightly before about 6:45 a.m. claimant spoke to Ms. Linderman. Claimant was upset and wanted to know why she was not laid off and how another employee could be eligible for unemployment. Ms. Linderman described the claimant as frazzled and upset. Claimant also said that she was going to have surgery on her foot that summer. Ms. Linderman considered that claimant had rejected the job assignment and noted that belief. (Ex. B) What was not noted in Exhibit B was that Ms. Linderman asked claimant to call her back by the end of the day to talk about her job assignment at Reinbeck.

Claimant did not call her that day. On May 22, 2020 Ms. Linderman texted claimant and asked claimant to call her. Claimant called Ms. Linderman on May 22, 2020. Ms. Linderman told claimant that since she did not call back on May 21, 2020 she had refused the job assignment.

REASONING AND CONCLUSIONS OF LAW:

Claimant is a temporary employee of a temporary employment firm. Claimant accepted seasonal assignments. Claimant's current assignment ended on May 15, 2020. When claimant learned her assignment was ending claimant asked for an additional assignment. Claimant was offered and accepted the assignment on May 20, 2020. The employer has asserted that claimant then rejected the job assignment. However, Ms. Linderman acknowledged claimant was upset about her assignment and asked her to contact her later that day. While Ms. Linderman denied she spoke to claimant on May 20, 2020, I find that Ms. Linderman texted claimant and asked her to call. Claimant asked to have the assignment at the Reinbeck plant. I find that the claimant was told that she was no longer eligible for her assignment to the Reinbeck plant.

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.

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.

Claimant accepted the position at the Reinbeck plant on May 20, 2020. On May 21, 2020 claimant called up upset and questioned her placement. Claimant was told to call by the end of the day and she did not. Claimant was contacted on May 22, 2020 by her employer and asked to call. Claimant called and said she wanted the job in Reinbeck. I find that claimant did accept her assignment. The claimant did not voluntarily quit her employment.

DECISION:

Regular Unemployment Insurance Benefits Under State Law

The July 15, 2020, (reference 01) unemployment insurance decision is reversed. Benefits are payable, provided claimant is otherwise eligible.



James F. Elliott
Administrative Law Judge

September 15, 2020
Decision Dated and Mailed

je/sam