

**IOWA WORKFORCE DEVELOPMENT  
UNEMPLOYMENT INSURANCE APPEALS BUREAU**

**ANN R JOHNS**  
Claimant

**SEDONA STAFFING INC**  
Employer

**APPEAL 19A-UI-01407-CL-T**

**ADMINISTRATIVE LAW JUDGE  
DECISION**

**OC: 06/10/18**  
**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

**STATEMENT OF THE CASE:**

The employer filed an appeal from the February 13, 2019, (reference 02) unemployment insurance decision that allowed benefits based upon a separation from employment. The parties were properly notified about the hearing. A telephone hearing was held on March 4, 2019. Claimant participated. Employer participated through unemployment benefits administrator Colleen McGuinty. Employer's Exhibit 1 was received. Claimant's Exhibit A was received.

**ISSUES:**

Did the 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?

**FINDINGS OF FACT:**

Having reviewed all of the evidence in the record, the administrative law judge finds: Claimant began working for employer on October 25, 2018. Claimant was last assigned to work as a full-time receptionist at Community Action of Eastern Iowa. The assignment ended on January 11, 2019, when she quit the assignment.

Employer has a policy requiring employees to contact employer within three working days of the end of an assignment to request another placement. Claimant was aware of the policy.

On January 11, 2019, claimant notified employer she was quitting the assignment. The employer notified claimant she would need to participate in an exit interview. On January 14, 2019, claimant sent a text message to employee Crystal Pancrazio stating she hoped the exit interview did not sever the employer/employee relationship and that she hoped employer would give her another opportunity to work. The exit interview was conducted on January 24, 2019, but no additional assignments were offered to claimant before that date.

## REASONING AND CONCLUSIONS OF LAW:

For the reasons that follow, the administrative law judge concludes the claimant's separation was with good cause attributable to the employer.

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.

The purpose of the statute is to provide notice to the temporary agency employer that the claimant is available for and seeking work at the end of the temporary assignment. Although employer denies claimant requested another assignment on January 14, 2019, due to the fact that no notes of any conversation appear in its computer system, I find claimant's testimony regarding the text message she sent on that date to be credible. Since claimant contacted the employer within three working days of the notification of the end of the assignment, requested reassignment, and was not offered work, no disqualification is imposed.

Because claimant is qualified to receive benefits, the issues regarding overpayment of benefits are moot and will not be discussed further in this decision.

**DECISION:**

The February 13, 2019, (reference 02) unemployment insurance decision is affirmed. The claimant's separation from employment was attributable to the employer. Benefits are allowed, provided she is otherwise eligible.

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Christine A. Louis  
Administrative Law Judge  
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Decision Dated and Mailed

cal/scn