

**IOWA WORKFORCE DEVELOPMENT  
UNEMPLOYMENT INSURANCE APPEALS**

**TARA A GOBLE**  
Claimant

**GRAPETREE MEDICAL STAFFING INC**  
Employer

**APPEAL NO. 20A-UI-07376-JTT**

**ADMINISTRATIVE LAW JUDGE  
DECISION**

**OC: 04/19/20**  
**Claimant: Respondent (1)**

Iowa Code Section 96.5(1)(j) – Separation From Temporary Employment  
Iowa Admin. Code r. 871-24.26(19) – Fulfilment of the Contract of Hire

**STATEMENT OF THE CASE:**

The employer filed a timely appeal from the June 22, 2020, reference 02, decision that allowed benefits to the claimant provided she was otherwise eligible and that held the employer's account could be charged for benefits, based on the deputy's conclusion that the claimant fulfilled the contract of hire and separated from the employer on April 19, 2020 for good cause attributable to the employer. After due notice was issued, a hearing was held on August 7, 2020. Claimant Tara Goble did not respond to the hearing notice instructions to register a telephone number for the hearing and did not participate. Tim Theesfeld represented the employer. Exhibits 1, 2 and 3 were received into evidence. The administrative law judge took official notice of the Agency's administrative record of benefits disbursed to the claimant (DBRO), which record reflects that no benefits have been disbursed in connection with April 19, 2020 original claim.

**ISSUE:**

Whether the claimant's separation from the temporary employment agency was for good cause attributable to the employer.

**FINDINGS OF FACT:**

Having reviewed all of the evidence in the record, the administrative law judge finds: GrapeTree Medical Staffing, Inc. supplies temporary workers to medical/nursing facilities including assisted living facilities and hospitals. Most assignments are one-day assignments. Tara Goble established her relationship with GrapeTree in April 2019 and last performed work for the employer in a one-day assignment on November 14, 2019. Ms. Goble completed the assignment and then did not make further contact with Grapetree regarding additional assignments. In April 2019, the employer had Ms. Goble electronically acknowledge a 24 page Field Staff Guide. Section 2 of the Field Staff Guide is entitled Employment Procedures and beginning with the following provision:

Continuous Employment

Employees must remain in contact with GrapeTree Medical Staffing, L.L.C. If an employee has no communication with GrapeTree Medical Staffing, L.L.C. for three (3) months or more, GrapeTree Medical Staffing, L.L.C. will consider that employee to have voluntarily quit and shall no longer be an employee of GrapeTree Medical Staffing, L.L.C. If GrapeTree Medical Staffing, L.L.C. contacts an employee and does not hear from that employee within three (3) business days, GrapeTree Medical Staffing, L.L.C. will consider that employee to have voluntarily quit and shall no longer be an employee of GrapeTree Medical Staffing, L.L.C.

The employer did not have Ms. Goble read and sign a stand-alone policy document that obligated her to contact the employer within three days or completing an assignment or be deemed to have voluntarily quit and risk being disqualified for unemployment insurance benefits. Nor did the employer provide Ms. Goble with a copy of any such signed acknowledgement. On March 10, 2020, the employer sent Ms. Goble a letter indicating that the employer deemed the lack of contact from Ms. Goble to be a voluntary quit.

### **REASONING AND CONCLUSIONS OF LAW:**

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(19) provides:

Voluntary quit with good cause attributable to the employer and separations not considered to be voluntary quits. The following are reasons for a claimant leaving employment with good cause attributable to the employer:

(19) The claimant was employed on a temporary basis for assignment to spot jobs or casual labor work and fulfilled the contract of hire when each of the jobs was completed. An election not to report for a new assignment to work shall not be construed as a voluntary leaving of employment. The issue of a refusal of an offer of suitable work shall be adjudicated when an offer of work is made by the former employer. The provisions of Iowa Code section 96.5(3) and rule 24.24(96) are controlling in the determination of suitability of work. However, this subrule shall not apply to substitute school employees who are subject to the provisions of Iowa Code section 96.4(5) which denies benefits that are based on service in an educational institution when the individual declines or refuses to accept a new contract or reasonable assurance of continued employment status. Under this circumstance, the substitute school employee shall be considered to have voluntarily quit employment.

The evidence in the record establishes a November 14, 2019 separation that was for good cause attributable to employer. The employer did comply with the notice requirements set forth at Iowa Code Section 96.5(1)(j). According that subsection did not apply to Ms. Goble employment. Ms. Goble fulfilled the contract of hire when she completed the one-day assignment on November 14, 2019 and was under no obligation to seek further assignment through the employer. Ms. Goble is eligible for benefits provided she is otherwise eligible. The employer's account may be charged for benefits.

**DECISION:**

The June 22, 2020, reference 02, decision is affirmed. The claimant's separation from the employer was for good cause attributable to the employer. The separation date was November 14, 2019. The claimant is eligible for benefits provided she is otherwise eligible. The employer's account may be charged for benefits.

A handwritten signature in cursive script that reads "James E. Timberland". The signature is written in black ink on a light gray rectangular background.

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James E. Timberland  
Administrative Law Judge

August 14, 2020  
Decision Dated and Mailed

jet/mh