

**IOWA WORKFORCE DEVELOPMENT
UNEMPLOYMENT INSURANCE APPEALS**

LINDA M WOODARD
Claimant

APPEAL NO. 20A-UI-01808-JTT

**ADMINISTRATIVE LAW JUDGE
DECISION**

EXPRESS SERVICES INC
Employer

OC: 02/02/20
Claimant: Appellant (2)

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

STATEMENT OF THE CASE:

Linda Woodard filed a timely appeal from the February 24, 2020, reference 01, decision that disqualified her for benefits and that held the employer's account would not be charged for benefits, based on the deputy's conclusion that Ms. Woodard voluntarily quit on December 21, 2019 without good cause attributable to the employer. After due notice was issued, a hearing was held on March 16, 2020. Ms. Woodard participated. Sam Bandy represented the employer.

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: Express Services is a temporary employment agency. Linda Woodard established her employment relationship with Express Services in April 2019 and performed work in a single, full-time, temporary work assignment in Central Sterilization Services at the University of Iowa Hospitals & Clinics (UIHC). Ms. Woodard completed the assignment on December 21, 2019, when she reached the 1,000 hour limit the UIHC placed on such assignments. Ms. Woodard's supervisor notified Ms. Woodard on Friday, December 20, 2019 that the assignment would be ending on Saturday, December 21, 2019. While Ms. Woodard asserts that she contacted Sam Bandy, Express Services Employment Specialist, on Monday, December 23, 2019 to give notice that the assignment had ended, Ms. Bandy documented Friday, December 27, 2019 as the date of Ms. Woodard's first contact with Express Service regarding the assignment coming to an end. Ms. Bandy contacted the UIHC that day and received word that Ms. Woodard had not been at the assignment since December 21, 2019. Ms. Bandy then contacted Ms. Woodard, who stated that she and her supervisor had determined December 21, 2019 would be Ms. Woodard's last day in the assignment. Ms. Bandy told Ms. Woodard that Express Services did not have another assignment for her at that time, would let her know if something else became available, and encouraged her to sign up for unemployment insurance benefits.

At the start of the employment, the employer had Ms. Woodard sign a policy that stated Ms. Woodard would be eligible for rehire if she contacted Express Services within three days of completing an assignment to request a new one, but that she would be considered to have quit if she did not make the contact. The policy was silent on potential unemployment insurance consequences. The employer did not give Ms. Woodard a copy of the document she signed and instead kept it in Ms. Woodard's personnel file.

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 December 21, 2019 separation that was for good cause attributable to the employer. The employer three-day notice policy and procedure did not comply with the statutory requirements. It was silent on the potential unemployment insurance consequences of failing to contact the employer within three working days of the completion of an assignment to request a new assignment. The employer did not give the claimant a copy of the policy. Because the employer did not comply with Iowa Code Section 96.5(1)(j), that statutory subrule pertaining to temporary employment relationships cannot be used as a basis for disqualifying Ms. Woodard for unemployment insurance benefits. Instead, Ms. Woodard fulfilled the contract of hire when she completed all the work that the employer and UIHC had for her in the assignment. The claimant was not obligated to seek further work from the employer. The claimant is eligible for benefits, provided she is otherwise eligible. The employer's account may be charged for benefits.

DECISION:

The February 24, 2020, reference 01, decision is reversed. The claimant's December 21, 2019 separation from the temporary employment agency was for good cause attributable to the temporary employment agency. The claimant is eligible for benefits provided she is otherwise eligible. The employer's account may be charged for benefits.



James E. Timberland
Administrative Law Judge

March 27, 2020
Decision Dated and Mailed