

**IOWA WORKFORCE DEVELOPMENT  
UNEMPLOYMENT INSURANCE APPEALS BUREAU**

68-0157 (9-06) - 3091078 - EI

**DERRICK D JONES**  
Claimant

**APPEAL NO. 19A-UI-03972-S1-T**

**ADMINISTRATIVE LAW JUDGE  
DECISION**

**SHORT STAFFED INC**  
Employer

**OC: 04/14/19**  
**Claimant: Appellant (2)**

Section 96.5-1-j – Separation from Temporary Employer

**STATEMENT OF THE CASE:**

Derrick Jones (claimant) appealed a representative's May 9, 2019, decision (reference 01) that concluded he was not eligible to receive unemployment insurance benefits because he had voluntarily quit employment with Short Staffed (employer). After hearing notices were mailed to the parties' last-known addresses of record, a telephone hearing was held on June 10, 2019. The claimant participated personally. The employer participated by Jessica Hinojosa, Vice President of Operations.

**ISSUE:**

The issue is whether the claimant was separated from employment for any disqualifying reason.

**FINDINGS OF FACT:**

The administrative law judge, having heard the testimony and considered all of the evidence in the record, finds that: The employer is a temporary employment service. He signed a document on February 27, 2018, indicating he was to contact the employer within three working days following the completion of an assignment to request placement in a new assignment. The document did not indicate the unemployment consequences of a failure to notify the employer. The claimant was not given a copy of the document, which was separate from the contract for hire.

On February 27, 2018, the claimant electronically signed for receipt of the employer's handbook. The handbook did not have a policy on failure to report absences. The claimant was assigned to perform services for one overnight shift April 17, 2019, through April 18, 2019, at Noram.

He properly reported his absence from work for his shift starting on April 18, 2019. He did not appear for his shift or notify the employer of his absence on April 19 or 20, 2019, because he went to a job interview and the following day went to a physical for that same job. He was seeking permanent employment. On April 23, 2019, the employer left the claimant a voice message telling him not to appear for work because his assignment had ended. On April 24 and 25, 2019, the claimant performed ten hours of job searches each day. He sought

reassignment from the employer on April 26, 2019, but no work was available. The employer considered his assignment to have ended on April 22, 2019.

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

For the reasons that follow the administrative law judge concludes the claimant was not separated from employment for a disqualifying reason.

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.

Under the Iowa Code the employer must advise the claimant of the three day notice requirement and give the claimant a copy of that requirement. The notice requirement must be separate from the contract for hire. The employer did not provide the claimant with the proper notice requirements and has, therefore, failed to satisfy the requirements of Iowa Code Section 96.5-1-j. The claimant sought reassignment within three working days of being notified of the end of his assignment even though the employer did not give him proper notification. Benefits are allowed, provided the claimant is otherwise eligible.

**DECISION:**

The representative's May 9, 2019, decision (reference 01) is reversed. The claimant was separated from the employer for good cause attributable to the employer. Benefits are allowed, provided the claimant is otherwise eligible.

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Beth A. Scheetz  
Administrative Law Judge

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Decision Dated and Mailed

bas/rvs