

**IOWA WORKFORCE DEVELOPMENT  
UNEMPLOYMENT INSURANCE APPEALS BUREAU**

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

**SHERILL L STUBBS**

Claimant

**APPEAL NO. 19A-UI-00206-JTT**

**ADMINISTRATIVE LAW JUDGE  
DECISION**

**REMEDY INTELLIGENT STAFFING INC**

Employer

**OC: 12/02/18**

**Claimant: Appellant (2)**

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

**STATEMENT OF THE CASE:**

Sherrill Stubbs filed a timely appeal from the January 7, 2019, reference 02, decision that held she was disqualified for benefits and that the employer's account would not be charged for benefits, based on the deputy's conclusion that Ms. Stubbs voluntarily quit on December 12, 2018 without good cause attributable to the employer. After due notice was issued, a hearing was held on January 24, 2019. Ms. Stubbs participated. Vicky Mathias represented the employer. Exhibit 1 was received into evidence.

**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: Remedy Intelligent Staffing, Inc. is a temporary employment agency. Sherrill Stubbs commenced her employment relationship with Remedy in July 2018. At that time, the employer had Ms. Stubbs review a Power Point presentation that included information regarding contact with the employer at the end of a work assignment. During the same onboarding process, the employer had Ms. Stubbs sign a New Onboarding Sign Off Form. That two-page, single-spaced document addressed more than eight different Remedy policies. Amongst the policy statements was the following:

**IOWA VOLUNTARY QUIT ACKNOWLEDGMENT POLICY**

The policy document shown in the Power Point meets the requirements of Iowa Code, Section 96.5, and that as an employee of Remedy Intelligent Staffing ("Remedy") working in the State of Iowa, I acknowledge that I have been given this form as a reminder and explanation of my responsibility under Iowa law.

I understand that Iowa law requires that I notify Remedy of my availability for work within 3 working days of the end of an assignment, whether that assignment ends due to completion of the project, if I decide to quit the assignment, or at the request of the client where I am placed.

If I fail to notify Remedy that my current assignment has been completed or ended and that I am now available for another assignment within 3 working days of the completion or ending of the assignment Remedy will consider me to have voluntarily quit working for Remedy.

The policy statement was silent on the unemployment insurance consequences if Ms. Stubbs failed to contact the employer within three working days of the end of the assignment. Ms. Stubbs did not read the Iowa Voluntary Quit Acknowledgment Policy on the New Onboarding Sign Off Form before she signed the form. Neither Ms. Stubbs nor the employer can confirm that Ms. Stubbs received a copy of the New Onboarding Sign Off Form that she signed.

In July 2018, Ms. Stubbs commenced full-time, temporary work assignment at Image Pointe Printing. Her work hours in the assignment were 7:00 a.m. to 3:30 p.m., Monday through Friday. Ms. Stubbs completed the assignment on December 7, 2018. By that time, Ms. Stubbs had completed all of the work Image Pointe Printing had for her and, therefore, Image Pointe Printing no longer needed her services. Within a few days before the assignment ended, Vicky Mathias, Remedy Staffing Supervisor, notified Ms. Stubbs that the assignment would be coming to an end. At that time, Ms. Mathias told Ms. Stubbs that Remedy had no other work assignments available for Ms. Stubbs. Following her completion of the assignment on December 7, 2018, Ms. Stubbs did not make further contact with Remedy. Weeks later, Remedy made further contact with Ms. Stubbs at the request of Image Pointe Printing.

## **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 7, 2018 separation from Remedy Intelligent Staffing, Inc. that was for good cause attributable to that temporary employment agency. Remedy's end-of-assignment policy does not comply with the requirements of Iowa Code section 96.5(1)(j). Conspicuously absent from the policy is the most important piece of information required by the statute, the unemployment insurance consequences of failing to contact the employer within three working days of completing a work assignment. In addition, merely including the policy as one amongst many policies set forth on a two-page, single-spaced onboard document does not comply with the notice requirement set forth in the statute. There are additional problems with how the policy was communicated to Ms. Stubbs. The weight of the evidence establishes that the employer did not ensure that Ms. Stubbs read the policy she signed to acknowledge on New Onboarding Sign Off Form. Ms. Stubbs did not read the policy. Presentation of a Power Point with an unspecified policy statement does not satisfy the notice requirement set forth in the statute. The weight of the evidence fails to establish that Ms. Stubbs received a copy of the document she signed. For all these reasons, Iowa Code section 96.5(1)(j) cannot be invoked as a basis for disqualifying Ms. Stubbs for unemployment insurance benefits. Even if it did apply, the weight of the evidence establishes that Ms. Stubbs reasonably relied upon Ms. Mathias statement, close in time to the separation, that Remedy did not have additional work for Ms. Stubbs. The weight of the evidence establishes that

Ms. Stubbs testimony regarding that communication was the more reliable testimony. Because Iowa Code section 96.5(1)(j) does not apply, Ms. Stubbs fulfilled the contract of hire when she completed the temporary Image Pointe Printing assignment on December 7, 2018 and was under no obligation to seek further assignments through Remedy. Ms. Stubbs is eligible for benefits provided she meets all other eligibility requirements. The employer's account may be charged for benefits.

**DECISION:**

The January 7, 2019, reference 02, decision is reversed. The claimant's separation from the temporary employment agency was for good cause attributable to the temporary employment agency. The separation was effective December 7, 2018. The claimant is eligible for benefits provided she is otherwise eligible. The employer's account may be charged for benefits.

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James E. Timberland  
Administrative Law Judge

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Decision Dated and Mailed

jet/rvs