

**IOWA WORKFORCE DEVELOPMENT  
UNEMPLOYMENT INSURANCE APPEALS BUREAU**

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**JOHN MARKHAM**  
Claimant

**KELLY SERVICES USA LLC**  
Employer

**APPEAL 21A-UI-02234-NM-T**  
**ADMINISTRATIVE LAW JUDGE  
DECISION**

**OC: 10/25/20**  
**Claimant: Appellant (2)**

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Iowa Code § 96.5(1)j – Voluntary Quitting – Temporary Employment

**STATEMENT OF THE CASE:**

On December 23, 2020, the claimant, John Markham, filed an appeal from the December 24, 2020, (reference 01) unemployment insurance decision that denied benefits based upon a determination that he voluntarily quit when he failed to notify the employer that his assignment had ended and request a new assignment within three working days of the assignment ending. The parties were properly notified of the hearing. A telephone hearing was held on March 1, 2021. The claimant John Markham participated and testified. The employer, Kelly Services, participated through talent care specialist, Pauline VanHorn.

**ISSUE:**

Did the claimant quit by not reporting for additional work assignments within three business days of the end of the last assignment?

**FINDINGS OF FACT:**

Having reviewed all of the evidence in the record, the administrative law judge finds: The claimant was last assigned at Aegon Asset management, working part-time as at the wire desk, performing quality control on wire transfers and cash management. This assignment began on August 27, 2018. He was separated from the assignment, but not the employment, on November 1, 2019. The employer notified the claimant that the assignment was ending, as the decision had been made to perform his job duties in-house.

The employer has a policy in place which requires employees to notify it within three business days of an assignment ending and to request a new assignment. Claimant signed an electronic version of that policy at the time of his hire, on August 16, 2018. Claimant was given the option to print off all the documents he signed electronically, but was not specifically given a copy of this policy. Claimant did not notify the employer that his assignment had ended, nor did he request another assignment. Claimant testified he was unaware that he was required to do either and assumed the employer would know the assignment was ended.

## 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 § 96.5(1)j provides:

An individual shall be disqualified for benefits:

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 lettered paragraph:

(a) "Temporary employee" means an individual who is employed by a temporary employment firm to provide services to clients to supplement their work force 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 § 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 § 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 law requires temporary employers to provide employees with a copy of any policy regarding obligations to notify the employer of an assignment ending or to request a new assignment. In part, this is to emphasize to the employee the importance of doing so. It also ensures the employee understands the significance of their obligations under the policy and consequences of failing to meet these obligations. Here, the employer gave claimant the opportunity to print off a copy of this policy, along with his other new hire documents, but provided no evidence that it presented claimant with a written copy of the reporting policy. It is therefore not surprising that claimant did not recall this policy at the time of his separation. As the employer has not met its requirements under Iowa Code § 96.5(1)j, the separation is not disqualifying.

**DECISION:**

The December 24, 2020, (reference 01) unemployment insurance decision is reversed. The claimant's separation from employment was attributable to the employer. Benefits are allowed, provided he is otherwise eligible. Any benefits claimed and withheld on this basis shall be paid.



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Nicole Merrill  
Administrative Law Judge

March 10, 2021  
Decision Dated and Mailed

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