

**IOWA WORKFORCE DEVELOPMENT  
UNEMPLOYMENT INSURANCE APPEALS BUREAU**

**MICHAEL A HARRIS**  
Claimant

**APPEAL NO. 19A-UI-06955-JTT**

**ADMINISTRATIVE LAW JUDGE  
DECISION**

**EXPRESS SERVICES INC**  
Employer

**OC: 08/04/19**  
**Claimant: Respondent (1)**

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:**

The employer filed a timely appeal from the August 22, 2019, reference 01, decision that allowed benefits to the claimant provided he was otherwise eligible and that held the employer's account could be charged for benefits, based on the deputy's conclusion that the claimant was employed on a temporary basis, completed a temporary work assignment on August 7, 2019, and notified the temporary employment firm within three working days. After due notice was issued, a hearing was held on September 25, 2019. Claimant Michael Harris did not comply with the hearing notice instructions to register a telephone number for the hearing and did not participate. Holly Eichmann 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, Inc. is a temporary employment agency. Holly Eichmann owns and operates the Express Services branch in Mason City, Iowa. Michael Harris commenced his employment relationship with the Mason City branch of Express Services in June 2019 and performed work for the employer in a single, full-time, temp-to-hire assignment at Church & Dwight. Mr. Harris began the assignment on June 19, 2019. The work hours were 2:00 p.m. to 10:00 p.m., Monday through Friday. The client business ended the assignment on August 2, 2019. Based on a criminal charge that appeared on a background check, the client business had decided not to offer employment to Mr. Harris and to end the temporary assignment. Mr. Harris had passed the background check conducted by Express Services. On August 2, 2019, Ms. Eichmann notified Mr. Harris that the assignment was ended. On that same day, Mr. Harris asked for additional work through Express Services.

## 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 an August 2, 2019 separation that was for good cause attributable to the employer. Mr. Harris completed an assignment on August 2, 2019 and asked for additional work with the temporary employment agency that same day. Mr. Harris is eligible for benefits provided he meets all other eligibility requirements. The employer's account may be charged.

**DECISION:**

The August 22, 2019, reference 01, decision is affirmed. The claimant's August 2, 2019 separation from the temporary employment agency was for good cause attributable to the temporary employment agency. The claimant is eligible for benefits provided he meets all other eligibility requirements. 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