

**IOWA WORKFORCE DEVELOPMENT  
UNEMPLOYMENT INSURANCE APPEALS BUREAU**

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**JORDON L EVERMAN**  
Claimant

**EXPRESS SERVICES INC**  
Employer

**APPEAL 19A-UI-09770-S1-T**

**ADMINISTRATIVE LAW JUDGE  
DECISION**

**OC: 11/10/19  
Claimant: Respondent (1)**

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Iowa Code § 96.5-1-j – Separation from Temporary Employer  
Iowa Code § 96.3-7 – Overpayment

**STATEMENT OF THE CASE:**

Express Services (employer) appealed a representative's December 5, 2019, decision (reference 02) that concluded Jordon Everman (claimant) was eligible to receive unemployment insurance benefits. After hearing notices were mailed to the parties' last-known addresses of record, a telephone hearing was held on January 8, 2020. The claimant did not provide a telephone number where he could be reached and, therefore, did not participate. The employer participated by Mike Repp, Employment Specialist.

The employer offered and Exhibit One was received into evidence. The administrative law judge took official notice of the administrative file.

**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. The claimant performed services from August 9, 2019, through December 6, 2019. He signed a document on July 17, 2019, indicating he was to contact the employer within "48 hours of the end of an assignment (or three days as mandated by state law) to ensure my active status as an Express Associate, and continue to call weekly (or \_\_\_\_ as mandated by state law) to remain eligible for assignments.". The document did indicate the consequences of a failure to notify the employer of the end of an assignment. The claimant was not given a copy of the signed document. The document was not separate from the contract for hire.

The claimant worked at Standard Distribution for approximately two months. On September 30, 2019, the claimant told the employer he was sore, the work was too strenuous, and he had dust in his eyes. He asked for another assignment. The employer did not send the claimant to a physician for his indication of medical issues associated with his assignment. The claimant

asked if he could find a different job. No other job was offered and the claimant did not appear for work at Standard Distribution after September 27, 2019.

The claimant worked as a full-time third-shift fork-lift driver at Con-Trol Container Management from November 22, 2019, until he was laid off for lack of work on December 6, 2019. He sought reassignment from the employer on December 11, 2019, but no work was available.

The claimant filed for unemployment insurance benefits with an effective date of November 10, 2019. He has not received any unemployment insurance benefits since his separation from employment. The employer participated personally at the fact finding interview on December 4, 2019, by Mike Repp.

### **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. Benefits are allowed, provided the claimant is otherwise eligible.

**DECISION:**

The representative's December 5, 2019, decision (reference 02) is affirmed. 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

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