

**IN THE IOWA ADMINISTRATIVE HEARINGS DIVISION  
UNEMPLOYMENT INSURANCE APPEALS BUREAU**

**PARRISH D SHAW**  
Claimant

**PEOPLEREADY INC**  
Employer

**APPEAL NO. 24A-UI-00581-JT-T**

**ADMINISTRATIVE LAW JUDGE  
DECISION**

**OC: 12/10/23  
Claimant: Appellant (2)**

Iowa Code Section 96.5(1) – Layoff  
Iowa Admin. Code r. 871-24.26(19) – Fulfillment of the Contract of Hire

**STATEMENT OF THE CASE:**

On January 16, 2024, Parrish Shaw (claimant) filed a timely appeal from the January 10, 2024 (reference 02) decision that disqualified him for benefits and that held the employer's account would not be charged, based on the deputy's conclusion that the claimant voluntarily quit on November 22, 2023 without good cause attributable to the employer by failing to notify the temporary employment firm within three working days of completion of an assignment after having been told in writing of his obligation to make such contact. After due notice was issued, a hearing was held on January 31, 2024. Claimant participated. The employer did not comply with the hearing notice instructions to call the designated toll-free number at the time of the hearing and did not participate. Exhibit A was received into evidence.

**ISSUES:**

Whether the claimant was laid off, was discharged for misconduct in connection with the employment, or voluntarily quit without good cause attributable to the employer.  
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:

Parrish Shaw (claimant) established his employment relationship with PeopleReady, Inc. in 2020 and worked in a full-time, long-term assignment with a client roofing company. The claimant last performed work for the client business on Wednesday, November 22, 2023. PeopleReady is a temporary employment agency. The claimant's workdays were Monday through Friday. The daily work hours would depend on the needs of the roofing project. The roofing company would typically run out of work for the claimant in December and would recall the claimant for the following construction season.

On Wednesday, November 22, the client company completed a roofing project. Pursuant to the standard procedure, the claimant had to wait for information from the client company or from

PeopleReady regarding the location of the next project and when to report to start the next project. November 22, 2023 was the Wednesday before the Thanksgiving holiday. The employer communicated that there would be no further work available through Friday, November 24, 2023, the day after Thanksgiving. On Sunday, December 3, the claimant sent a text message to the roofing company supervisor asking about work for the following day, Monday, December 4. The supervisor responded that there would be no work that Monday.

On Monday, Tuesday and Wednesday, December 4, 5 and 6, 2023, pursuant to the standard procedure, the claimant called the roofing company supervisor to inquire about work the next day. On each of the three days, the supervisor said there was no work for the following day.

When the claimant sent his text message on Thursday, December 7 to inquire about work, the roofing supervisor did not respond. On that same day, the claimant called PeopleReady to inquire about work and to discuss that the roofing company was not providing additional work at that time. The PeopleReady representative confirmed the client had no more work at that time and told the claimant there were no jobs available at that time.

The evidence fails to establish that the employer had the claimant sign an end-of-assignment policy that would obligate the claimant to contact the employer within three working days of completing an assignment to request a new assignment or be deemed to have voluntarily quit and risk being disqualified for unemployment insurance benefits.

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

Iowa Administrative Code rule 87124.1(113) characterizes the different types of employment separations as follows:

Separations. All terminations of employment, generally classifiable as layoffs, quits, discharges, or other separations.

a. Layoffs. A layoff is a suspension from pay status initiated by the employer without prejudice to the worker for such reasons as: lack of orders, model changeover, termination of seasonal or temporary employment, inventory-taking, introduction of laborsaving devices, plant breakdown, shortage of materials; including temporarily furloughed employees and employees placed on unpaid vacations.

b. Quits. A quit is a termination of employment initiated by the employee for any reason except mandatory retirement or transfer to another establishment of the same firm, or for service in the armed forces.

c. Discharge. A discharge is a termination of employment initiated by the employer for such reasons as incompetence, violation of rules, dishonesty, laziness, absenteeism, insubordination, failure to pass probationary period.

d. Other separations. Terminations of employment for military duty lasting or expected to last more than 30 calendar days, retirement, permanent disability, and failure to meet the physical standards required.

In general, a voluntary quit requires evidence of an intention to sever the employment relationship and an overt act carrying out that intention. See *Local Lodge #1426 v. Wilson Trailer*, 289 N.W.2d 698, 612 (Iowa 1980) and *Peck v. EAB*, 492 N.W.2d 438 (Iowa App. 1992). In general, a voluntary quit means discontinuing the employment because the employee no longer desires to remain in the relationship of an employee with the employer. See Iowa Administrative Code rule 87124.25.

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 indicates the claimant was laid off from the assignment effective December 7, 2023 and that the claimant separated from the temporary employment agency at that time for good cause attributable to the employer. On November 22, 2023, the claimant completed all of the work the client business had for him in the long-term assignment. However, the client business did not make clear at that time that the assignment was done or that there would be no further work in the foreseeable future. The claimant reasonably followed the established procedure and continued to check in daily about further work. The claimant continued this reasonable pattern of behavior until Thursday, December 7, 2023, when the client business did not respond to his inquiry. At that point, the claimant reasonably concluded the assignment was done and that the client business would have no further work for the construction season. On that same day, the claimant contacted the temporary employment agency to request additional work. The employer communicated there was no additional work. It is a stretch to characterize this long-term arrangement as temporary employment. Regardless, the evidence indicates completion of the work assignment. The employer presented no evidence to prove that the employer complied with the temporary employment notice requirements set forth at Iowa Code Section 96.5(1)(j). Accordingly, that subsection of the statute cannot serve as a basis for disqualifying the claimant for unemployment insurance benefits. The claimant fulfilled the contract of hire upon completing of the assignment and was not obligated to seek further assignments through PeopleReady. The claimant is eligible for benefits, provided he meets all other eligibility requirements. The employer's account may be charged.

**DECISION:**

The January 10, 2024 (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 effective separation date was November 7, 2023. The claimant is eligible for benefits provided he is otherwise eligible. The employer's account may be charged for benefits.



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James E. Timberland  
Administrative Law Judge

February 1, 2024  
Decision Dated and Mailed

**APPEAL RIGHTS.** If you disagree with the decision, you or any interested party may:

1. Appeal to the Employment Appeal Board within fifteen (15) days of the date under the judge's signature by submitting a written appeal via mail, fax, or online to:

**Employment Appeal Board  
6200 Park Ave Suite 100  
Des Moines, Iowa 50321  
Fax: (515)281-7191  
Online: eab.iowa.gov**

The appeal period will be extended to the next business day if the last day to appeal falls on a weekend or a legal holiday.

**AN APPEAL TO THE BOARD SHALL STATE CLEARLY:**

- 1) The name, address, and social security number of the claimant.
- 2) A reference to the decision from which the appeal is taken.
- 3) That an appeal from such decision is being made and such appeal is signed.
- 4) The grounds upon which such appeal is based.

An Employment Appeal Board decision is final agency action. If a party disagrees with the Employment Appeal Board decision, they may then file a petition for judicial review in district court.

2. If no one files an appeal of the judge's decision with the Employment Appeal Board within fifteen (15) days, the decision becomes final agency action, and you have the option to file a petition for judicial review in District Court within thirty (30) days after the decision becomes final. Additional information on how to file a petition can be found at Iowa Code §17A.19, which is online at <https://www.legis.iowa.gov/docs/code/17A.19.pdf>.

**Note to Parties:** YOU MAY REPRESENT yourself in the appeal or obtain a lawyer or other interested party to do so provided there is no expense to Workforce Development. If you wish to be represented by a lawyer, you may obtain the services of either a private attorney or one whose services are paid for with public funds.

**Note to Claimant:** It is important that you file your weekly claim as directed, while this appeal is pending, to protect your continuing right to benefits.

**SERVICE INFORMATION:**

A true and correct copy of this decision was mailed to each of the parties listed.

**DERECHOS DE APELACIÓN.** Si no está de acuerdo con la decisión, usted o cualquier parte interesada puede:

1. Apelar a la Junta de Apelaciones de Empleo dentro de los quince (15) días de la fecha bajo la firma del juez presentando una apelación por escrito por correo, fax o en línea a:

**Employment Appeal Board  
6200 Park Ave Suite 100  
Des Moines, Iowa 50321  
Fax: (515)281-7191  
Online: eab.iowa.gov**

El período de apelación se extenderá hasta el siguiente día hábil si el último día para apelar cae en fin de semana o día feriado legal.

**UNA APELACIÓN A LA JUNTA DEBE ESTABLECER CLARAMENTE:**

- 1) El nombre, dirección y número de seguro social del reclamante.
- 2) Una referencia a la decisión de la que se toma la apelación.
- 3) Que se interponga recurso de apelación contra tal decisión y se firme dicho recurso.
- 4) Los fundamentos en que se funda dicho recurso.

Una decisión de la Junta de Apelaciones de Empleo es una acción final de la agencia. Si una de las partes no está de acuerdo con la decisión de la Junta de Apelación de Empleo, puede presentar una petición de revisión judicial en el tribunal de distrito.

2. Si nadie presenta una apelación de la decisión del juez ante la Junta de Apelaciones Laborales dentro de los quince (15) días, la decisión se convierte en acción final de la agencia y usted tiene la opción de presentar una petición de revisión judicial en el Tribunal de Distrito dentro de los treinta (30) días después de que la decisión adquiriera firmeza. Puede encontrar información adicional sobre cómo presentar una petición en el Código de Iowa §17A.19, que está en línea en <https://www.legis.iowa.gov/docs/code/17A.19.pdf>.

**Nota para las partes:** USTED PUEDE REPRESENTARSE en la apelación u obtener un abogado u otra parte interesada para que lo haga, siempre que no haya gastos para Workforce Development. Si desea ser representado por un abogado, puede obtener los servicios de un abogado privado o uno cuyos servicios se paguen con fondos públicos.

**Nota para el reclamante:** es importante que presente su reclamo semanal según las instrucciones, mientras esta apelación está pendiente, para proteger su derecho continuo a los beneficios.

**SERVICIO DE INFORMACIÓN:**

Se envió por correo una copia fiel y correcta de esta decisión a cada una de las partes enumeradas.