

**IOWA WORKFORCE DEVELOPMENT
UNEMPLOYMENT INSURANCE APPEALS BUREAU**

RODNEY F JACKSON
Claimant

PEOPLEREADY INC
Employer

APPEAL 19A-UI-09951-SC-T

**ADMINISTRATIVE LAW JUDGE
DECISION**

**OC: 08/18/19
Claimant: Appellant (2)**

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

STATEMENT OF THE CASE:

On December 5, 2019, Rodney F. Jackson (claimant) filed an appeal from the December 12, 2019, reference 11, unemployment insurance decision that denied benefits based upon the determination he voluntarily quit employment with PeopleReady, Inc. (employer) when he failed to notify them of the end of his assignment and ask for additional work. The parties were properly notified about the hearing. A telephone hearing was held on January 6, 2020 and consolidated with the hearing for appeal 19A-UI-09625-SC-T. The claimant participated personally. The employer participated through Mike Lierman, Branch Manager. The Employer's Exhibits 1 and 2 were admitted over the claimant's objections of relevance and foundation.

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 began working for the employer on December 20, 2017. He has only ever worked for the employer's client Salvation Army during the winter holiday season as a bell ringer. He was most recently assigned to this job on November 9, 2019 and his last day was November 11, 2019.

The claimant worked eight hours on November 9. The employer received reports that the claimant was lying or sleeping on a bench during his shift. On November 11, the employer received additional reports of the claimant lying on a bench and the client asked that the claimant be removed from the assignment. Another employee met the claimant at the end of his shift where she found him lying on a bench. She notified him of the end of the assignment and collected his bell and smock. On November 14, the claimant contacted the employer and asked to return to the assignment. The employer told him he was not allowed to return to that assignment and did not offer him any other assignments. The claimant remains eligible for assignment with the employer for any client other than Salvation Army.

The employer has a policy stating an employee has three days to notify it of the end of an assignment and seek additional work. The employee signs the policy and it is kept in the employer's records; however, the employees are not given a copy of the policy. The claimant contends he did not have knowledge of the employer's reporting policy.

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. Benefits are allowed effective November 17, 2019, provided the claimant is otherwise eligible.

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.** [Emphasis added.]

(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.

The purpose of the statute is to provide notice to the temporary agency employer that the claimant is available for and seeking work at the end of the temporary assignment. The statute creates duties for both the claimant and employer. Before the claimant can be required to contact the employer at the end of the temporary assignment, the employer must have a written policy, separate from any contract of employment, which the employee signs and is given a copy. In this case, the employer did not provide the claimant with a written copy of the policy; therefore, the claimant's recollection that he did not receive notice of the reporting policy is credible. Additionally, even though the claimant was unaware of the policy, he contacted the employer within three working days of the end of the assignment, requested work, and there was no work available. Accordingly, benefits are allowed effective November 17, 2019.

DECISION:

The December 12, 2019, reference 11, unemployment insurance decision is reversed. The claimant's separation from employment was attributable to the employer. Benefits are allowed effective November 17, 2019, provided he is otherwise eligible.



Stephanie R. Callahan
Administrative Law Judge

January 14, 2020
Decision Dated and Mailed

src/scn