

**IOWA WORKFORCE DEVELOPMENT  
UNEMPLOYMENT INSURANCE APPEALS**

68-0157 (9-06) - 3091078 - EI

**THOMAS J THURSTON**  
Claimant

**APPEAL NO. 13A-UI-05037-NT**

**ADMINISTRATIVE LAW JUDGE  
DECISION**

**EXPRESS SERVICES INC**  
Employer

**OC: 02/03/13**  
**Claimant: Appellant (2)**

Section 96.5-1-j - Voluntary Leaving - Temporary Employment

**STATEMENT OF THE CASE:**

Claimant filed a timely appeal from a representative's decision dated April 26, 2013, reference 03, that found that the claimant had voluntarily quit employment with the captioned employer by failing to notify the temporary employment company of the end of the work assignment within three working days as agreed. After due notice was provided, a telephone hearing was held on June 4, 2013. Mr. Thurston participated. Although duly notified, the employer did not respond to the notice of hearing and did not participate.

**ISSUE:**

At issue is whether the claimant had sufficient contact with the temporary employment service within three working days.

**FINDINGS OF FACT:**

Having considered the evidence in the record, the administrative law judge finds: The claimant was last assigned by Express Services to work at the Airways Company as a clean-up person until April 4, 2013 when the assignment ended. Mr. Thurston was contacted by Express Services on that day and informed that the job assignment had come to an end. Mr. Thurston specifically inquired at that time as to whether any additional work assignments were available to him and was told that there were not any assignments available at that time.

**REASONING AND CONCLUSIONS OF LAW:**

Iowa Code section 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. 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.

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.

For the purposes of this paragraph:

(1) "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.

(2) "Temporary employment firm" means a person engaged in the business of employing temporary employees.

In this matter Mr. Thurston participated personally and provided sworn testimony. The claimant testified that he was informed that his assignment at Airways Company had come to an end on April 4, 2013 by Express Services and that he inquired at that time as to whether there were any additional job assignments available to him and was told that there were not. The claimant's testimony is credible.

The purpose of the statute is to provide notice to the temporary agency employer that the claimant is available for work at the conclusion of the temporary assignment. In this case, the employer had notice of the claimant's availability because they notified him of the end of the assignment and the claimant requested more work at that time. Benefits are allowed.

**DECISION:**

The representative's decision dated April 26, 2013, reference 03, is reversed. The claimant's separation from employment was attributable to the employer. The claimant had adequate contact with the employer about his availability as required by the statute. Benefits are allowed, providing the claimant is otherwise eligible.

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Terence P. Nice  
Administrative Law Judge

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Decision Dated and Mailed

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