

**IOWA WORKFORCE DEVELOPMENT  
UNEMPLOYMENT INSURANCE APPEALS**

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

**DARRIN L BUNSTON**  
Claimant

**APPEAL NO. 17A-UI-04963-S1-T**

**ADMINISTRATIVE LAW JUDGE  
DECISION**

**EXPRESS SERVICES INC**  
Employer

**OC: 11/13/16  
Claimant: Appellant (2)**

Section 96.5-1-j – Separation from Temporary Employer  
Section 96.3-7 – Overpayment

**STATEMENT OF THE CASE:**

Darrin Bunston (claimant) appealed a representative's May 1, 2017, decision (reference 01) that concluded he was not eligible to receive unemployment insurance benefits due to his separation from work with Express Services (employer). After hearing notices were mailed to the parties' last-known addresses of record, a telephone hearing was held on May 26, 2017. The claimant participated personally. The employer participated by Deidra Koppes, Staffing Consultant. Exhibit D-1 was received into evidence.

**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 work from July 6, 2000, through November 6, 2000, and December 12, 2016, to April 3, 2017. He electronically signed a document on December 5, 2016, indicating he must call the employer "within 48 hours of the end of an assignment (or 3 days as *mandated by state law*) ensure my active status as an Express Associate and continue to call weekly (or \_\_\_ as *mandated by state law*) to remain eligible for assignments". He did not receive a copy of the document he electronically signed. The document did not indicate what Iowa law mandated.

On April 3, 2017, the claimant notified the employer and Winnebago, where he was assigned to work, that he was sick and would not be at work on April 4, 2017. On April 4, 2017, the claimant went to the doctor. The doctor told him not to return to work until April 6, 2017. On April 4, 2017, the employer sent the claimant a text telling him his assignment had ended. The claimant was ill and unable to work through April 8, 2017. He did not seek reassignment because he thought he had been terminated.

## 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 § 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. (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 clearly advise the claimant of the three working day notice requirement and give the claimant a copy of that signed 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.

**DECISION:**

The representative's May 1, 2017, decision (reference 01) is reversed. The claimant is not disqualified from receiving benefits. 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

bas/scn