

**IOWA WORKFORCE DEVELOPMENT  
UNEMPLOYMENT INSURANCE APPEALS**

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

**AISHA POLLARD**  
Claimant

**APPEAL NO. 07A-UI-11109-BT**

**ADMINISTRATIVE LAW JUDGE  
DECISION**

**EXPRESS SERVICES INC**  
Employer

**OC: 10/21/07 R: 02**  
**Claimant: Respondent (5)**

Section 96.5-1-j - Voluntary Quit of Temporary Employment

**STATEMENT OF THE CASE:**

Express Services, Inc. (employer) appealed an unemployment insurance decision dated November 26, 2007, reference 02, which held that Aisha Pollard (claimant) was eligible for unemployment insurance benefits. After hearing notices were mailed to the parties' last-known addresses of record, a telephone hearing was held on December 18, 2007. The claimant provided a telephone number but was not available when that number was called for the hearing, and therefore, did not participate. The employer participated through Kerri Peterson, Manager. Based on the evidence, the arguments of the party, and the law, the administrative law judge enters the following findings of fact, reasoning and conclusions of law, and decision.

**ISSUE:**

Is the claimant disqualified because she failed to contact the temporary employment agency within three working days after the completion of her assignment when notified of this requirement at the time of hire?

**FINDINGS OF FACT:**

The administrative law judge, having heard the testimony and having considered all of the evidence in the record, finds that: The claimant was employed as a full-time clerical worker from January 30, 2007 through August 20, 2007 when her last assignment ended. The employer had the claimant sign a notification contract that advised her she needed to contact the employer within three days of the completion of an assignment to advise the employer of her availability. The employer failed to give the claimant a copy of this agreement. The claimant failed to notify the employer within three business days after the completion of her assignment. However, she did call the employer on September 20, 2007 to advise she was available for work.

**REASONING AND CONCLUSIONS OF LAW:**

The issue in this case is whether the reasons for the claimant's separation from employment qualify her to receive unemployment insurance benefits. The claimant is not qualified to receive unemployment insurance benefits if she voluntarily quit without good cause attributable to the

employer or if the employer discharged her for work-connected misconduct. See Iowa Code §§ 96.5-1 and 96.5-2-a.

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. 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.

The greater weight of the evidence indicates that the employer's end-of-assignment notification policy did not satisfy the requirements of Iowa Code § 96.5(1)(j). Although the employer witness testified the claimant signed a separate document advising her she needed to contact its agency within three days of the completion of her last assignment, the employer failed to provide a copy of the signed document to the claimant. Because the policy does not comply with Iowa Code § 96.5(1)(j), the claimant's failure to contact the employer after the completion of her last assignment does not disqualify her from receiving unemployment insurance benefits. Benefits are allowed.

**DECISION:**

The unemployment insurance decision dated November 26, 2007, reference 02, is modified with no effect. The claimant's separation is considered to be with good cause attributable to the employer. Benefits are allowed.

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Susan D. Ackerman  
Administrative Law Judge

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Decision Dated and Mailed

sda/kjw