

**IOWA WORKFORCE DEVELOPMENT  
UNEMPLOYMENT INSURANCE APPEALS**

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

**STEPHEN J MONK**  
Claimant

**APPEAL NO. 08A-UI-01899-C**

**ADMINISTRATIVE LAW JUDGE  
DECISION**

**DOBBS TEMPORARY SERVICES INC**  
Employer

**OC: 02/25/07 R: 02**  
**Claimant: Appellant (1)**

Section 96.5(1)j – Temporary Employment

**STATEMENT OF THE CASE:**

Stephen Monk filed an appeal from a representative's decision dated February 14, 2008, reference 02, which denied benefits based on his separation from Dobbs Temporary Services, Inc. After due notice was issued, a hearing was held on March 17, 2008 in Des Moines, Iowa. Mr. Monk participated personally. The employer participated by Betsy Bauman, Branch Manager. Exhibit One was admitted on the employer's behalf.

**ISSUE:**

At issue in this matter is whether Mr. Monk was separated from employment for any disqualifying reason.

**FINDINGS OF FACT:**

Having heard the testimony of the witnesses and having reviewed all of the evidence in the record, the administrative law judge finds: Mr. Monk was employed by Dobbs Temporary Services, Inc., doing business as Pro Staff, beginning in March of 2007. His last assignment was with Tone's Spices, where he worked from September 10 until December 28, 2007. He had been notified two weeks earlier by his supervisor at Tone's that the assignment would end on December 27. Mr. Monk worked from 3:25 p.m. on December 27 until 1:25 a.m. on December 28, at which time the assignment was over.

Mr. Monk did not contact Pro Staff until January 7, 2008. Subsequent to December 28, the Pro Staff office was only closed on January 1. Mr. Monk signed a document on March 15, 2007 advising that he had to contact the temporary firm within three days of completing an assignment. The document also advised that a failure to do so could be considered a voluntary quit. The document does not address any other terms of the employment and a copy was provided to Mr. Monk for his records.

**REASONING AND CONCLUSIONS OF LAW:**

Mr. Monk was hired for placement in temporary work assignments. An individual so employed must complete the last assignment in order to avoid the voluntary quit provisions of the law. See 871 IAC 24.26(19). It is undisputed that Mr. Monk completed his last assignment. However, he did not notify Pro Staff within three days that the assignment had ended. He contacted Pro Staff on January 7, the fifth working day after the assignment concluded on December 28. Although it was during the holiday season, the employer's offices were only closed on January 1.

Mr. Monk had been notified in writing that he was required to contact Pro Staff within three days of the end of his assignment or he would be considered a voluntary quit. The notice was on a separate document that did not address other terms and conditions of the employment and a copy was provided to Mr. Monk as required by law. The administrative law judge concludes that the notice provided to Mr. Monk on March 15, 2007 complied with the requirements of Iowa Code section 96.5(1)j. Because Mr. Monk did not contact Pro Staff within three working days of December 28, the separation of December 28, 2007 was a disqualifying event.

**DECISION:**

The representative's decision dated February 14, 2008, reference 02, is hereby affirmed. Mr. Monk was separated from Pro Staff on December 28, 2007 for no good cause attributable to the employer. Benefits are withheld until such time as he has worked in and been paid wages for insured work equal to ten times his weekly job insurance benefit amount, provided he satisfies all other conditions of eligibility.

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Carolyn F. Coleman  
Administrative Law Judge

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Decision Dated and Mailed

cfc/kjw