

**IOWA WORKFORCE DEVELOPMENT  
Unemployment Insurance Appeals Section  
1000 East Grand—Des Moines, Iowa 50319  
DECISION OF THE ADMINISTRATIVE LAW JUDGE  
68-0157 (7-97) – 3091078 - EI**

**KARA L DEBOUR FOLKERTS  
114 HARRIMAN  
PO BOX 597  
LATIMER IA 50452**

**EXPRESS SERVICES INC  
PO BOX 720660  
OKLAHOMA CITY OK 73172**

**Appeal Number: 05A-UI-11316-AT  
OC: 10-02-05 R: 02  
Claimant: Respondent (1)**

**This Decision Shall Become Final**, unless within fifteen (15) days from the date below, you or any interested party appeal to the Employment Appeal Board by submitting either a signed letter or a signed written Notice of Appeal, directly to the **Employment Appeal Board, 4<sup>th</sup> Floor—Lucas Building, Des Moines, Iowa 50319**.

The appeal period will be extended to the next business day if the last day to appeal falls on a weekend or a legal holiday.

STATE CLEARLY

1. The name, address and social security number of the claimant.
2. A reference to the decision from which the appeal is taken.
3. That an appeal from such decision is being made and such appeal is signed.
4. The grounds upon which such appeal is based.

YOU MAY REPRESENT yourself in this appeal or you may obtain a lawyer or other interested party to do so provided there is no expense to Workforce Development. If you wish to be represented by a lawyer, you may obtain the services of either a private attorney or one whose services are paid for with public funds. It is important that you file your claim as directed, while this appeal is pending, to protect your continuing right to benefits.

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(Administrative Law Judge)

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(Decision Dated & Mailed)

Section 96.5-1-j – Voluntary Quit from Temporary Employment

STATEMENT OF THE CASE:

Express Services, Inc. filed a timely appeal from an unemployment insurance decision dated October 31, 2005, reference 02, which allowed benefits to Kara L. Debour Folkerts. After due notice was issued, a telephone hearing was held November 16, 2005 with Ms. Folkerts participating. Staffing Consultant Andre Smith participated for the employer.

FINDINGS OF FACT:

Having heard the testimony of the witnesses and having examined all of the evidence in the record, the administrative law judge finds: Kara L. DeBour Folkerts was employed by Express Services, Inc. on assignment at Eaton Corporation from April 7, 2004 until the assignment

ended on September 30, 2005. She was hired at Eaton's facility rather than at the office of Express Services. The employer has not submitted evidence establishing that at the time of hire Ms. Folkerts was given a separate written notice advising her that she must contact her employer within three working days after the end of her assignment in order to seek reassignment.

#### REASONING AND CONCLUSIONS OF LAW:

The question is whether the evidence in this record establishes that the separation was a disqualifying event. It does not.

The general rule in Iowa is that when one is hired on a temporary basis or for a specific period of time that the contract of hire is fulfilled when each job or assignment is completed. See 871 IAC 24.26 (19) and (22). The general rule is modified for temporary employment services if the employer follows the procedures established in Iowa Code section 96.5-1-j.

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.

The employer has not provided evidence to establish that it has complied with the provisions of Iowa Code section 96.5-1-j. No disqualification may be imposed.

DECISION:

The unemployment insurance decision dated October 31, 2005, reference 02, is affirmed. The claimant is entitled to receive unemployment insurance benefits, provided she is otherwise eligible.

kkf/kjw