

**IOWA WORKFORCE DEVELOPMENT  
UNEMPLOYMENT INSURANCE APPEALS**

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

**CHRISTINE A LAWRENCE**  
Claimant

**APPEAL NO. 13A-UI-08762-JTT**

**ADMINISTRATIVE LAW JUDGE  
DECISION**

**DES STAFFING SERVICES INC**  
Employer

**OC: 12/23/12**  
**Claimant: Appellant (2)**

Iowa Code Section 96.5(1)(j) – Separation From Temporary Employment

**STATEMENT OF THE CASE:**

Christine Lawrence filed a timely appeal from the July 23, 2013, reference 05, decision that denied benefits in connection with a June 27, 2013 separation. After due notice was issued, a hearing was held on September 4, 2013. Ms. Lawrence participated and presented additional testimony through Greg Sharpe and Linda Simon. Stacy Navarro represented the employer and presented additional testimony through Stephanie Overbeck. Exhibit One was received into evidence.

**ISSUE:**

Whether the claimant's separation from the temporary employment agency, on or about June 27, 2013, was for good cause attributable to the employer.

**FINDINGS OF FACT:**

Having reviewed all of the evidence in the record, the administrative law judge finds: DES Staffing is a temporary employment agency. Christine Lawrence last performed for the employer in a one-day assignment at Greg's Lawn Service. Ms. Lawrence completed the assignment. Ms. Lawrence had contacted DES Operations Manager Stephanie Overbeck while she was at the assignment, after Ms. Lawrence learned from the client business that the assignment would only be for one day. Ms. Overbeck directed Ms. Lawrence to call her late and Ms. Overbeck called Ms. Lawrence the next day in search of work. DES did not have any work for Ms. Lawrence at that time.

On April 9, 2013, DES had Ms. Lawrence sign a Temporary Employee Contract. The document contained a single policy. The document obligated Ms. Lawrence to contact DES within three business days of the completion of an assignment and indicated that failure to make the required contact would be deemed a voluntary quit and could result in denial of unemployment insurance benefits. DES did not provide Ms. Lawrence with a copy of the policy statement she signed.

## 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.

871 IAC 24.26(19) provides:

Voluntary quit with good cause attributable to the employer and separations not considered to be voluntary quits. The following are reasons for a claimant leaving employment with good cause attributable to the employer:

(19) The claimant was employed on a temporary basis for assignment to spot jobs or casual labor work and fulfilled the contract of hire when each of the jobs was completed. An election not to report for a new assignment to work shall not be construed as a voluntary leaving of employment. The issue of a refusal of an offer of suitable work shall be adjudicated when an offer of work is made by the former employer. The provisions of Iowa Code section 96.5(3) and rule 24.24(96) are controlling in the determination of suitability of work. However, this subrule shall not apply to substitute school employees who are subject to the provisions of Iowa Code section 96.4(5) which denies benefits

that are based on service in an educational institution when the individual declines or refuses to accept a new contract or reasonable assurance of continued employment status. Under this circumstance, the substitute school employee shall be considered to have voluntarily quit employment.

The weight of the evidence indicates that Ms. Lawrence was in contact with DES on the day of the assignment and on the day following the assignment to request additional work. The evidence indicates the employer failed to give Ms. Lawrence a copy of the policy she signed on April 9, 2013, the policy that obligated Ms. Lawrence to contact DES within three working days of the end of an assignment. By failing to provide Ms. Lawrence with a copy of the policy, the employer failed to comply with the requirements of Iowa Code section 96.5(1)(j) and cannot claim the benefit of the statute. Because the employer did not comply with the statute, Ms. Lawrence fulfilled her contract of hire when she completed the one-day assignment on June 24, 2013 and was not obligated to seek further work through the employer. The separation from the temporary employment agency was for good cause attributable to the temporary employment agency. Ms. Lawrence is eligible for benefits provided she is otherwise eligible. The employer's account may be charged for benefits.

**DECISION:**

The agency representative's July 23, 2013, reference 05, decision is reversed. The claimant's separation from the temporary employment agency, on or about June 24, 2013, was for good cause attributable to the temporary employment agency. The claimant is eligible for benefits, provided she is otherwise eligible. The employer's account may be charged for benefits paid to the claimant.

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James E. Timberland  
Administrative Law Judge

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Decision Dated and Mailed

jet/css