

**IOWA WORKFORCE DEVELOPMENT
UNEMPLOYMENT INSURANCE APPEALS BUREAU**

MANUELA ALANIS
Claimant

APPEAL 21A-UI-08890-ML-T

**ADMINISTRATIVE LAW JUDGE
DECISION**

ADVANCE SERVICES INC
Employer

**OC: 01/31/21
Claimant: Appellant (1)**

Iowa Code § 96.5-2-a – Discharge for Misconduct
Iowa Code § 96.5-1 - Voluntary Quit
Iowa Code § 96.5-1-j – Separation from Temporary Employer

STATEMENT OF THE CASE:

Manuela Alanis (claimant) appealed an Iowa Workforce Development March 25, 2021, decision (reference 01) that concluded she was not eligible to receive unemployment insurance benefits. After hearing notices were mailed to the parties' last-known addresses of record, a telephone hearing was held on May 19, 2021. The claimant participated personally. The employer, Advance Services, Inc., participated through Melissa Lewien, Risk Manager.

The employer offered and Exhibit A was received into evidence. Claimant offered and Exhibit 1 was received into evidence.

ISSUE:

Was the claimant discharged for disqualifying job-related misconduct?
Did claimant voluntarily quit the employment with good cause attributable to employer?

FINDINGS OF FACT:

The administrative law judge, having heard the testimony and considered all of the evidence in the record, finds:

The employer is a temporary employment service and assigned the claimant to multiple clients. Claimant signed a document on May 14, 2019, indicating she was to contact the employer within three working days following the completion of an assignment to request placement in a new assignment. The document indicated the consequences of failing to contact/notify the employer within three working days. Claimant electronically signed an English version of the document on May 14, 2019. She signed a Spanish version of the document on May 28, 2020. The claimant was given copies of the documents which were separate from the contract for hire.

The claimant performed services from approximately September 8, 2020, through November 13, 2020, at Corteva Agriscience in Algona, Iowa. The Corteva job assignment ended on November 13, 2020. According to the employer, claimant did not seek reassignment from the

employer. There is no record of claimant requesting reassignment on or after November 13, 2020.

Claimant asserts she did seek reassignment; however, the employer's representative told her there were no assignments available at that time. Again, there is no record of this communication occurring within three days of the Corteva assignment ending. There is evidence that claimant contacted a different temporary employment agency and secured work in Texas. Claimant returned to Texas on November 14, 2020. She worked for the Texas employer from November 18, 2020, to December 11, 2020. According to claimant, the Advance Services contacted her about an assignment on or about November 28, 2020. Claimant declined the assignment as she was already working in Texas.

Work was available to claimant had she not voluntarily quit her employment. Ms. Lewein testified that the employer had work available in Iowa, the Midwest in general, and Texas.

REASONING AND CONCLUSIONS OF LAW:

Iowa Code section 96.5(1)j provides:

An individual shall be disqualified for benefits, regardless of the source of the individual's wage credits:

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.

A voluntary leaving of employment requires an intention to terminate the employment relationship accompanied by an overt act of carrying out that intention. Local Lodge #1426 v. Wilson Trailer, 289 N.W.2d 608, 612 (Iowa 1980). The claimant's intention to voluntarily leave work was evidenced by the claimant's actions. The claimant traveled back to Texas on November 14, 2020, just one day after the Corteva assignment had ended. Claimant accepted a new job with a different employer shortly thereafter. She began working for said employer on November 18, 2020, in Texas. There is no record of claimant requesting reassignment on or after November 13, 2020. There was no evidence presented at the hearing of good cause attributable to the employer. The claimant voluntarily quit without good cause attributable to the employer.

Under the Iowa Code the employer must advise the claimant of the three-day notice requirement and give the claimant a copy of that requirement. The notice requirement must be separate from the contract for hire. The employer followed the requirements of the code. The claimant did not. She did not request reassignment. Benefits are denied.

DECISION:

The March 25, 2021 decision (reference 01) is AFFIRMED. The claimant voluntarily quit without good cause attributable to the employer. Benefits are withheld until the claimant has worked in and has been paid wages for insured work equal to ten times the claimant's weekly benefit amount provided the claimant is otherwise eligible.



Michael J. Lunn
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June 23, 2021
Decision Dated and Mailed

mjl/ol