

**IOWA WORKFORCE DEVELOPMENT  
UNEMPLOYMENT INSURANCE APPEALS**

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

**ANDRE L SEWELL**  
Claimant

**APPEAL NO. 12A-UI-12445-HT**

**ADMINISTRATIVE LAW JUDGE  
DECISION**

**ADVANCE SERVICES INC**  
Employer

**OC: 04/22/12**  
**Claimant: Appellant (2)**

Section 96.5(1)j – Quit/Temporary

**STATEMENT OF THE CASE:**

The claimant, Andrew Sewell, filed an appeal from a decision dated October 12, 2012, reference 02. The decision disqualified him from receiving unemployment benefits. After due notice was issued, a hearing was held by telephone conference call on November 14, 2012. The claimant participated on his own behalf. The employer, Advance Services, participated by Loss Prevention Specialist Michael Payne.

**ISSUE:**

The issue is whether the claimant quit work with good cause attributable to the employer.

**FINDINGS OF FACT:**

Andre Sewell was employed by Advance Services from June 29, 2012 until September 24, 2012. His one assignment was at Osceola Foods and ended on September 24, 2012, when the client company requested his removal because of attendance problems. Mr. Sewell was contacted by Ashley at the Advance Services office and he asked her at that time if any more work was available. She told him call back in three days, which he did, and work was still not available.

**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.

The claimant was removed from the assignment, but not from the employment of Advance Services on September 24, 2012. He did request more work within the three-day time period required by the above Code section. Disqualification may not be imposed, as this is not a voluntary quit and he was not discharged from the temporary agency.

**DECISION:**

The representative's decision of October 12, 2012, reference 02, is reversed. Andrew Sewell is qualified for benefits, provided he is otherwise eligible.

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Bonny G. Hendricksmeier  
Administrative Law Judge

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Decision Dated and Mailed

bgh/kjw