

BEFORE THE
EMPLOYMENT APPEAL BOARD
Lucas State Office Building
Fourth floor
Des Moines, Iowa 50319

DARVATE D BELL

Claimant

and

ADVANCE SERVICES INC

Employer

HEARING NUMBER: 20BUI-01669

**EMPLOYMENT APPEAL BOARD
DECISION**

N O T I C E

THIS DECISION BECOMES FINAL unless (1) a **request for a REHEARING** is filed with the Employment Appeal Board within **20 days** of the date of the Board's decision or, (2) a **PETITION TO DISTRICT COURT** IS FILED WITHIN **30 days** of the date of the Board's decision.

A REHEARING REQUEST shall state the specific grounds and relief sought. If the rehearing request is denied, a petition may be filed in **DISTRICT COURT** within **30 days** of the date of the denial.

SECTION: 96.5-1-J, 96.3-7

D E C I S I O N

UNEMPLOYMENT BENEFITS ARE ALLOWED IF OTHERWISE ELIGIBLE

The Claimant appealed this case to the Employment Appeal Board. The members of the Employment Appeal Board reviewed the entire record. The Appeal Board finds it cannot affirm the administrative law judge's decision. The Employment Appeal Board **REVERSES** as set forth below.

FINDINGS OF FACT:

The Claimant, Darvate Bell, worked for Advance Services Inc.(Employer) as a full-time member services representative where she was last assigned to Principal Financial (Client) beginning May 9, 2019. The Employer has a notification policy that requires employees to contact the Employer to request a new assignment within three business days after an assignment's end. The Employer provided the Claimant with a written copy of this policy.

On February 1, 2020, the Claimant found out her grandfather passed away. She immediately contacted Employer to request a week off to attend her grandfather's funeral in St. Louis, Missouri. The Employer contacted Principal on February 3, 2020 to inquire about bereavement on behalf of the Claimant. Principal indicated they wanted to end the assignment because the Claimant's attendance was too sporadic. The Employer contacted Ms. Bell that same day to inform her the assignment was terminated, and that she should return her Principal badge to Advance Services. When the Claimant arrived at the Employer's office, she dropped off her badge. Ms. Bell subsequently

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asked if there was anything the Employer could do for her, as she just lost her grandfather, now she has lost her job. The Employer said there was nothing they could do. The Employer had additional assignments available, but did not offer one to the Claimant. There was no contact between the parties until February 27th when the Claimant came back to retrieve her belongings.

REASONING AND CONCLUSIONS OF LAW:

Iowa Code section 96.5(1) "j" provides:

An individual shall be disqualified for benefits: *Voluntary quitting*. If the individual has left work voluntarily without good cause attributable to the individual's employer, if so found by the department.

- (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 consequence 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.

The findings of fact show how we have resolved the disputed factual issues in this case. We have carefully weighed the credibility of the witnesses and the reliability of the evidence. We attribute more weight to the Claimant's version of events. Both parties agree the Employer has a three-day notification policy. The Claimant returned her badge to the Employer on February 3rd, as requested, which was the same day the assignment ended. Ms. Bell was upset about losing her grandfather and now her job and asked the Employer, "...if there was anything they could do for her," While the Claimant did not specifically use the words, "I would like to request reassignment..." any reasonable person would believe the Claimant was asking for additional work under the circumstances. We find the words she used nonetheless conveyed she was looking for another assignment regardless of her request for time off to attend her grandfather's funeral. Her request for work was clearly made within the three days of her assignment's end, which happened the same day. Based on this record, we conclude the Claimant did not quit her employment with Advance Services, as she sufficiently complied with the Employer's three-day notification.

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DECISION:

The administrative law judge's decision dated March 31, 2020 is **REVERSED**. The Employment Appeal Board concludes the Claimant did not voluntarily quit her employment. She was available for reassignment, but work was not offered to her. For this reason, she should be allowed benefits provided she is otherwise eligible.

Ashley R. Koopmans

James M. Strohman

Myron R. Linn

AMG/fnv