

**IOWA WORKFORCE DEVELOPMENT
UNEMPLOYMENT INSURANCE APPEALS**

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

FREDY H HUMBERTO
Claimant

APPEAL NO. 12A-UI-12978-AT

**ADMINISTRATIVE LAW JUDGE
DECISION**

ADVANCE SERVICES INC
Employer

OC: 10/09/11
Claimant: Appellant (1)

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

STATEMENT OF THE CASE:

Fredy H. Humberto filed a timely appeal from an unemployment insurance decision dated October 22, 2012, reference 06, that disqualified him for benefits. After due notice was issued, a telephone hearing was held November 27, 2012 with Mr. Humberto participating. Steve Volle participated for the employer, Advance Services, Inc. Employer Exhibits One and Two were admitted into evidence. Blanca Jadow served as interpreter.

ISSUE:

Was the claimant's separation from employment a disqualifying event?

FINDINGS OF FACT:

Fredy H. Humberto was employed by Advance Services, Inc. on assignment at Sygenta from September 10, 2012 until the assignment ended on October 2, 2012. On September 10, 2012 Mr. Humberto signed a separate written notice advising him that he must contact Advance Services within three working days after the end of each assignment in order to seek reassignment. The notice also told him that failure to contact the employer could affect his eligibility for unemployment insurance benefits. Mr. Humberto did not contact Advance Services after October 2, 2012.

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 law section set forth above pertains to temporary employees of temporary employment services such as the parties to this hearing. The law provides that if the employer has given an individual a separate written notice that the individual must seek reassignment within three working days after the end of each assignment then the separation from employment is treated as a quit without good cause attributable to the employer for unemployment insurance purposes. The evidence in this record establishes that Advance Services gave Mr. Humberto such a separate written notice and that he failed to contact the company to seek reassignment. Therefore, benefits must be withheld.

DECISION:

The unemployment insurance decision dated October 22, 2012, reference 06, is affirmed. Benefits are withheld until the claimant has worked in and has been paid wages for insured work equal to ten times his weekly benefit amount, provided he is otherwise eligible.

Dan Anderson
Administrative Law Judge

Decision Dated and Mailed

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