

**IOWA WORKFORCE DEVELOPMENT
UNEMPLOYMENT INSURANCE APPEALS**

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

MARIO E HERNANDEZ-LEIVA
Claimant

APPEAL NO. 12A-UI-12944-AT

**ADMINISTRATIVE LAW JUDGE
DECISION**

ADVANCE SERVICES INC
Employer

OC: 09/30/12
Claimant: Respondent (1)

Section 96.5-1-j – Voluntary Quit

STATEMENT OF THE CASE:

Advance Services, Inc. filed a timely appeal from an unemployment insurance decision dated October 26, 2012, reference 02, that allowed benefits to Mario E. Hernandez-Leiva. After due notice was issued, a telephone hearing was held November 26, 2012 with Mr. Hernandez-Leiva participating. Loss Prevention Specialist Michael Payne participated for the employer. Employer Exhibits One and Two were admitted into evidence.

ISSUE:

Did the claimant leave work with good cause attributable to the employer?

FINDINGS OF FACT:

Mario E. Hernandez-Leiva was employed by Advance Services, Inc. from August 21, 2012 until October 3, 2012. He last worked on assignment at Pioneer Hybrid. The assignment ended on October 3, 2012 at the employer's request. On the same day Mr. Hernandez-Leiva spoke with the manager of the employer's office in Ames, Iowa seeking reassignment.

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 factual dispute is whether the claimant sought reassignment within three working days of the end of his last assignment. The claimant testified that he spoke with the office manager on the same day that his assignment ended. The office manager was not called to testify. The employer's witness, a case prevention specialist, did not have firsthand knowledge but relied on company documentation. The administrative law judge believes the claimant's testimony. He concludes that the claimant sought reassignment within three working days. Benefits are allowed.

DECISION:

The unemployment insurance decision dated October 26, 2012, reference 02, is affirmed. The claimant is entitled to receive unemployment insurance benefits, provided he is otherwise eligible.

Dan Anderson
Administrative Law Judge

Decision Dated and Mailed

pjs/pjs