

**IOWA WORKFORCE DEVELOPMENT
UNEMPLOYMENT INSURANCE APPEALS BUREAU**

SARA J EICKEMEYER
Claimant

ADVANCE SERVICES INC
Employer

APPEAL 18A-UI-09591-NM-T

**ADMINISTRATIVE LAW JUDGE
DECISION**

OC: 06/24/18
Claimant: Appellant (1)

Iowa Code § 96.5(1)j – Voluntary Quitting – Temporary Employment

STATEMENT OF THE CASE:

The claimant filed an appeal from the September 14, 2018, (reference 02) unemployment insurance decision that denied benefits based upon her voluntary quit. The parties were properly notified about the hearing. A telephone hearing was held on October 2, 2018. Claimant participated and testified. Employer participated through Risk Manager Melissa Lewien. Claimant's Exhibits A and B and employer's Exhibits 1 and 2 were received into evidence.

ISSUE:

Did the claimant quit by not reporting for additional work assignments within three business days of the end of the last assignment?

FINDINGS OF FACT:

Having heard the testimony and having reviewed the evidence in the record, the administrative law judge finds: Claimant was hired and began her first assignment as a janitor at Lloyd's on July 5, 2018. At the time of her hire claimant was given a job assignment sheet which indicated the assignment was expected to last approximately four weeks. (Exhibits B and 2). Claimant also signed off on and received a copy of the employer's Assignment Policy. (Exhibit 1). The policy specifically advises employees they are required to notify the employer of the end of an assignment within three working days of the assignment ending and request an additional assignment or they will be considered to have voluntarily quit.

On July 23, 2018, claimant's supervisor at Lloyd's asked her if she would like to continue working there beyond the originally scheduled four weeks. Claimant contacted the employer to relay this offer. Claimant was told there was no other work they had available at the time, so she continued to work in her position at Lloyd's until the assignment did eventually end on August 24, 2018. Claimant did not contact the employer to notify them that the assignment had ended or request an additional assignment at that time. Claimant explained she thought she was not obligated to do so because she was not given a new job assignment sheet after her assignment was extended beyond the initial four weeks it was anticipated to last.

REASONING AND CONCLUSIONS OF LAW:

For the reasons that follow, the administrative law judge concludes the claimant voluntarily left the employment without good cause attributable to the employer.

Iowa Code § 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. (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 lettered paragraph:

(a) "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.

(b) "Temporary employment firm" means a person engaged in the business of employing temporary employees.

Iowa Admin. Code r. 871-24.26(19) provides:

Voluntary quit with good cause attributable to the employer and separations not considered to be voluntary quits. The following are reasons for a claimant leaving employment with good cause attributable to the employer:

(19) The claimant was employed on a temporary basis for assignment to spot jobs or casual labor work and fulfilled the contract of hire when each of the jobs

was completed. An election not to report for a new assignment to work shall not be construed as a voluntary leaving of employment. The issue of a refusal of an offer of suitable work shall be adjudicated when an offer of work is made by the former employer. The provisions of Iowa Code § 96.5(3) and rule 24.24(96) are controlling in the determination of suitability of work. However, this subrule shall not apply to substitute school employees who are subject to the provisions of Iowa Code § 96.4(5) which denies benefits that are based on service in an educational institution when the individual declines or refuses to accept a new contract or reasonable assurance of continued employment status. Under this circumstance, the substitute school employee shall be considered to have voluntarily quit employment.

The purpose of the statute is to provide notice to the temporary agency employer that the claimant is available for work at the conclusion of each temporary assignment so they may be reassigned and continue working. The plain language of the statute allows benefits for a claimant “who notifies the temporary employment firm of completion of an assignment *and* who seeks reassignment.” (Emphasis added.)

In this case, the claimant did not notify the employer of the end of the assignment, her availability, or request another assignment according to the employer’s reporting policy. The fact that the assignment was extended several weeks beyond its initial expected end date does not change the fact that claimant was obligated to notify the employer when the assignment did end and request another assignment. As such, claimant is considered to have quit the employment without good cause attributable to the employer.

DECISION:

The September 14, 2018, (reference 02) unemployment insurance decision is affirmed. The claimant’s separation was not attributable to the employer. Benefits are withheld until such time as she has worked in and been paid wages for insured work equal to ten times her weekly benefit amount, provided she is otherwise eligible.

Nicole Merrill
Administrative Law Judge

Decision Dated and Mailed

nm/rvs