

**IOWA WORKFORCE DEVELOPMENT
UNEMPLOYMENT INSURANCE APPEALS**

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

BEN A RICHARDS

Claimant

APPEAL NO. 17A-UI-02063-TNT

**ADMINISTRATIVE LAW JUDGE
DECISION**

ADVANCE SERVICES INC

Employer

OC: 01/08/17

Claimant: Appellant (1)

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

STATEMENT OF THE CASE:

The claimant filed an appeal from a representative's decision dated February 17, 2017, reference 01, that denied benefits, finding that the claimant had quit employment by failing to contact the temporary service within three business days of the completion of his last work assignment as agreed. After due notice was issued, a telephone hearing was held on March 16, 2017. Claimant participated. The employer participated by Ms. Melissa Lewien, Risk Manager.

ISSUE:

The issue is whether the claimant's separation from the temporary employment agency was for good cause attributable to the employer.

FINDINGS OF FACT:

Having reviewed all of the evidence in the record, the administrative law judge finds: Ben Richards began employment with Advance Services, Inc., on June 27, 2016. Mr. Richards was assigned to work as an assembler at the Pella Corporation and was paid \$11.50 per hour. The claimant's job assignment through Advance Services at the Pella Corporation ended on January 6, 2017. Employees assigned to work at the Pella Corporation were informed on December 22, 2016, that the assignment would end on January 6, 2017.

Prior to the assignment at the Pella Corporation coming to an end, Mr. Richards informally visited with Whitney Reimer, his contact person at Advance Services, generally inquiring about how long the layoff between assignments at the Pella Corporation would continue. Mr. Richards did not inquire about any other job assignments or indicate his availability for other assignments to Ms. Reimer during the conversation.

After the assignment at the Pella Corporation ended on January 6, 2017, the claimant did not contact the temporary employment service within three business days to establish his availability for additional assignments or seek other work.

At the time of hire, Mr. Richards signed an agreement with Advance Services, Inc., to contact the temporary employment service within three working days after the completion of each work assignment to establish his availability for additional assignments with perspective employers. The agreement informed Mr. Richards that failure to contact the temporary employer within three business days after the completion of his last work assignment would be considered to be a voluntary quit and could affect his unemployment insurance benefits.

It is the claimant's position that he was not knowledgeable about the requirement that he contact the temporary employment service within three working days after the completion of each work assignment. It is the claimant's position that he is holding himself solely to be a candidate for assignments at the Pella Corporation, as he hopes to obtain permanent work with that company.

The claimant has been unavailable to accept job assignments at the time of the hearing because he has been out of state on vacation for approximately two weeks.

REASONING AND CONCLUSIONS OF LAW:

For the reasons that follow, the administrative law judge concludes that claimant voluntarily left 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 paragraph:

(a) "Temporary employee" means an individual who is employed by a temporary employment firm to provide services to clients to supplement their workforce 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.

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. In this case, the claimant gave the employer no notice of his availability and, therefore, is considered to have quit the employment. Even though the claimant may have returned to work for the temporary employer at some later date, benefits are denied.

DECISION:

The representative's decision dated February 17, 2017, reference 01, is affirmed. The claimant's separation was not attributable to the employer. Benefits are withheld until such time as the claimant has worked in and has been paid for wages equal to ten times his weekly benefit amount and is otherwise eligible.

Terry Nice
Administrative Law Judge

Decision Dated and Mailed

rvs/rvs