

**IOWA WORKFORCE DEVELOPMENT  
UNEMPLOYMENT INSURANCE APPEALS**

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

**CYNTHIA DRYSDALE**  
Claimant

**APPEAL NO: 14A-UI-06593-ET**

**ADMINISTRATIVE LAW JUDGE  
DECISION**

**ADVANCE SERVICES INC**  
Employer

**OC: 06/01/14**  
**Claimant: Respondent (1-R)**

Section 96.5(1) – Voluntary Leaving  
871 IAC 24.26(19 & 22) – Voluntary Leaving  
Section 96.5-1-j – Reassignment from Employer

**STATEMENT OF CASE:**

The employer filed a timely appeal from the June 24, 2014, reference 01, decision that allowed benefits to the claimant. After due notice was issued, a hearing was held by telephone conference call before Administrative Law Judge Julie Elder on July 17, 2014. The claimant participated in the hearing. Michael Payne, Risk Management Manager, participated in the hearing on behalf of the employer. Employer's Exhibits One and Two were admitted into evidence.

**ISSUE:**

The issue is whether the claimant voluntarily left her employment and whether she sought reassignment from the employer.

**FINDINGS OF FACT:**

Having reviewed all of the evidence in the record, the administrative law judge finds: The claimant was employed as a full-time general laborer for Advance Services last assigned to Eaton Corporation from March 25, 2013 to May 31, 2014. The claimant's assignment ended due to a lack of work.

The employer provided the claimant a job assignment sheet and an assignment policy stating the claimant was required to contact the employer upon completion of each assignment to seek further assignment from the employer (Employer's Exhibits One and Two). The claimant worked previous assignments for the employer at Eaton Corporation; from March 25 to July 3, 2013 and December 9, 2013 to April 25, 2014. She did not seek reassignment from the employer on either occasion but both times the employer contacted the claimant for another assignment at Eaton. The claimant was not aware until the fact-finding interview she was required to notify the employer upon completion of each assignment. She then called the employer June 23, 2014, and apologized for not knowing the policy and told the employer she was available for work.

The claimant was on vacation in Minnesota from late June 2014 until July 7, 2014. The issue of whether the claimant was able and available for work during that time frame is remanded to the Claims Section for an initial determination and adjudication.

### **REASONING AND CONCLUSIONS OF LAW:**

For the reasons that follow, the administrative law judge concludes the claimant's separation was not disqualifying.

Iowa Code § 96.5-1 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.

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. 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 claimant completed her assignment with Eaton Corporation May 31, 2014. While it is correct that she failed to contact the employer to notify it of her further availability for other assignments, her failure to realize that she was required to do so is understandable given the fact the employer previously called her to return to work with Eaton on both previous occasions when she completed her assignments there. The claimant did not receive a new assignment policy with each assignment and the last one she did receive was March 22, 2013. The job assignment sheet she received December 5, 2013, did contain the information but it was within a group of 10 other instructions in small print. The day she was made aware of the requirement the claimant contacted the employer to notify it of her availability. Under these circumstances, the administrative law judge concludes the claimant completed her assignment and contacted the employer to notify it she was available for work as soon as she became aware of the policy. Therefore, benefits are allowed.

The issue of whether the claimant is able and available for work the week ending July 5, 2014, is remanded to the Claims Section for an initial determination and adjudication.

**DECISION:**

The June 24, 2014, reference 01, decision is affirmed. Benefits are allowed, provided the claimant is otherwise eligible.

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Julie Elder  
Administrative Law Judge

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Decision Dated and Mailed

je/pjs