

**IOWA WORKFORCE DEVELOPMENT  
UNEMPLOYMENT INSURANCE APPEALS BUREAU**

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

**WENDY J MOSQUERA**  
Claimant

**APPEAL NO: 18A-UI-00294-JE-T**

**ADMINISTRATIVE LAW JUDGE  
DECISION**

**ADVANCE SERVICES INC**  
Employer

**OC: 12/10/17**  
**Claimant: Respondent (1)**

Section 96.5(1)j – Voluntary Leaving (Temporary Employment)

**STATEMENT OF THE CASE:**

The employer filed a timely appeal from the January 5, 2018, 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 January 30, 2018. The claimant participated in the hearing. Maria Garcia, Human Resources Coordinator and Melissa Lewien, Risk Management, participated in the hearing on behalf of the employer. Employer's Exhibit One was admitted into evidence.

**ISSUE:**

The issue is whether the claimant was laid off due to a lack of work and whether the claimant sought reassignment from the employer.

**FINDINGS OF FACT:**

The claimant was employed as a full-time wiring assembly worker for Advance Services, Inc. last assigned to Electronic Power Products from July 10, 2017 to November 10, 2017. The temporary employees were sent home by the client November 3, 2017, until further notice. On November 10, 2017, the client notified the employer it would not be calling the temporary employees back. Human Resources Coordinator Maria Garcia called the claimant and stated the assignment ended due to a lack of work. On November 15, 2017, the claimant called and asked if she could return to work at Electronic Power Products and the employer stated it did not have any new information. On November 20, 2017, the claimant called and asked Ms. Garcia for further work. The employer had four potential jobs but one was in Grimes and paid \$8.00 per hour and the claimant relies on the bus for transportation and the other three all required a criminal background check and the claimant stated she would not pass that requirement. The claimant signed for the employer's End of Assignment policy which states employees are required to contact the employer within three working days of the end of the assignment to request further assignment (Employer's Exhibit One).

**REASONING AND CONCLUSIONS OF LAW:**

For the reasons that follow, the administrative law judge concludes the claimant voluntarily left her employment with good cause attributable to the employer.

Iowa Code § 96.5-1 provides:

An individual shall be disqualified for benefits, regardless of the source of the individual's wage credits:

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 section 96.5(1)j provides:

An individual shall be disqualified for benefits, regardless of the source of the individual's wage credits:

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 employer has not established misconduct on the part of the claimant as defined by Iowa law. The remaining issue is whether the claimant sought reassignment from the employer. While the employer's policy requires employees to seek reassignment from the employer within three days after the end of the assignment, the purpose of the statute is to provide notice to the temporary employment firm that the claimant is able and available for work. In this case, the claimant sought reassignment by asking the employer about returning to work at Electronic Power Products November 10, 2017, because she did not understand that client was not going

to be hiring temporary employees to return. The claimant was seeking further assignment when she asked about returning to work at Electronic Power Products. That conversation satisfied the reason for the rule because the employer knew at that time the claimant was able and available and wanted another assignment, even if it was at an assignment she previously worked. Under these circumstances, the administrative law judge finds the claimant sought reassignment from the employer November 10, 2017, which was within three working days of the end of her assignment. Therefore, benefits are allowed.

**DECISION:**

The January 5, 2018, reference 01, decision is affirmed. The claimant's separation from employment was attributable to the employer and the claimant sought reassignment from the employer. 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

jet/scn