

**IOWA WORKFORCE DEVELOPMENT
UNEMPLOYMENT INSURANCE APPEALS**

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

BECKY GARCIA
Claimant

APPEAL NO. 12A-UI-03224-HT

**ADMINISTRATIVE LAW JUDGE
DECISION**

ADVANCE SERVICES
Employer

**OC: 08/21/11
Claimant: Respondent (1)**

Section 96.5(1)j – Quit/Temporary

STATEMENT OF THE CASE:

The employer, Advance Services, filed an appeal from a decision dated March 27, 2012, reference 02. The decision allowed benefits to the claimant, Becky Garcia. After due notice was issued, a hearing was held by telephone conference call on April 12, 2012. The claimant participated on her own behalf. The employer participated by Unemployment Specialist Michael Payne. Exhibit One was admitted into the record.

ISSUE:

The issue is whether the claimant quit work with good cause attributable to the employer.

FINDINGS OF FACT:

Becky Garcia was employed by Advance Services from September 6 through October 6, 2011. She was assigned to Syngenta during that time. On October 7, 2011, she called Advance Services and told the person who answered the phone, Norma, the assignment had ended and wanted to know if there was any other work available. Norma told her there was not

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 claimant was very specific about the date she called and the person to whom she spoke, In addition, she has experience with temporary agencies and knows the requirement to call in within three working days of the end of each assignment. The administrative law judge concludes the claimant did follow the requirements and notified Advance Services of the end of her assignment and requested more work within three working days of the end of the assignment. Disqualification may not be imposed.

DECISION:

The representative's decision of March 27, 2012, reference 02, is affirmed. Becky Garcia is qualified for benefits, provided she is otherwise eligible.

Bonny G. Hendricksmeier
Administrative Law Judge

Decision Dated and Mailed

bgh/kjw