

**IOWA WORKFORCE DEVELOPMENT  
UNEMPLOYMENT INSURANCE APPEALS**

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

**JULIAN A BROWN**

Claimant

**APPEAL NO. 12A-UI-05899-VST**

**ADMINISTRATIVE LAW JUDGE  
DECISION**

**ADVANCE SERVICES INC**

Employer

**OC: 07/07/11**

**Claimant: Appellant (2)**

Section 96.5-1 – Voluntary Quit

Section 96.5-1-j – Separation from Temporary Employment

**STATEMENT OF THE CASE:**

The claimant filed an appeal from a representative's decision dated May 15, 2012, reference 04, which held that the claimant was not eligible to receive unemployment insurance benefits. After due notice, a telephone conference hearing was scheduled for and held on June 15, 2012. The claimant participated. The employer participated by Michael Payne, unemployment specialist. The record consists of the testimony of Julian Brown; the testimony of Michael Payne; and Employer's Exhibits 1 and 2.

**ISSUE:**

Whether the claimant voluntarily left for good cause attributable to the employer.

**FINDINGS OF FACT:**

The administrative law judge, having heard the testimony of the witnesses and having considered all of the evidence in the record, makes the following findings of fact:

The employer is a temporary staffing agency. One of its offices is located in Ames, Iowa. The claimant accepted his first assignment on August 3, 2011. His second assignment was with Becker Underwood and began on November 16, 2011. The claimant's last day of work was April 20, 2012. He requested another assignment on April 23, 2012, when he spoke personally with Chelsea at the employer's office in Ames, Iowa.

**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.

871 IAC 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 section 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 section 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 issue in this case is whether the claimant notified the employer within three working days of the end of his assignment that he wanted another assignment. The resolution of this issue depends on when the claimant's assignment ended. The parties are in agreement that the claimant requested another assignment on April 23, 2012. The parties do not agree on when the claimant's assignment ended. The claimant testified that he was told that his assignment

ended on Friday, April 20, 2012, when he went to work that day. He received a paycheck for his full wages. The employer cited an email where the client said that he ended the claimant's assignment on April 17, 2012. The actual email was not submitted as evidence in this case. There was no testimony from the individual at Becker Underwood who ended the claimant's assignment.

The administrative law judge accepts the claimant's testimony that he worked through April 20, 2012, and that he requested another assignment on April 23, 2012. The claimant is not considered to have voluntarily quit his job without good cause attributable to the employer. Benefits are allowed, if the claimant is otherwise eligible.

**DECISION:**

The representative's decision dated May 15, 2012, reference 04, is reversed. Unemployment insurance benefits are allowed, provided the claimant is otherwise eligible.

---

Vicki L. Seeck  
Administrative Law Judge

---

Decision Dated and Mailed

vls/kjw