

**IOWA WORKFORCE DEVELOPMENT  
UNEMPLOYMENT INSURANCE APPEALS**

**JUDITH V HERNANDEZ**  
Claimant

**ADVANCE SERVICES INC**  
Employer

**APPEAL NO. 18A-UI-06670-B2T**

**ADMINISTRATIVE LAW JUDGE  
DECISION**

**OC: 05/27/18**  
**Claimant: Appellant (1)**

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

**STATEMENT OF THE CASE:**

Claimant filed an appeal from a decision of a representative dated June 14, 2018, reference 01, which held claimant ineligible for unemployment insurance benefits. After due notice, a hearing was scheduled for and held on July 5, 2018. Claimant participated personally. Employer participated by Melissa Lewien and Toni Smith. Employer's Exhibits 1-2 were admitted into evidence.

**ISSUE:**

Did the claimant quit by not reporting for an additional work assignment within three business days of the end of the last assignment?

**FINDINGS OF FACT:**

Having heard the testimony and having reviewed the evidence in the record, the administrative law judge finds: Claimant began working for employer on or around October 24, 2017. At the time of hire, claimant stated that she would only be able to work second or third shift hours. When claimant was hired, she signed a document indicating that she understood that she needed to be in contact with employer within three days of the end of any placement. Employer immediately placed claimant with Pioneer, working third shift hours.

Employer was ending claimant's placement with Pioneer on or around May 18, 2018. Claimant stated that she had an out-of-the-country emergency with her mother and was going to have to end her placement early, on May 14, 2018. Claimant had no further contact with employer.

Employer stated that they attempted to be in contact with claimant on May 22, 2018 about another opening, but were unable to leave a message for claimant telling of the second shift opening as claimant didn't have her messaging set up on her phone. Employer and claimant agreed that claimant had never contacted employer after she left to visit her mother on May 14, 2018. Claimant stated that this was because employer told claimant that she would just be recalled in August. Claimant stated that she only spoke with employer's representative at Pioneer and never spoke with anyone from the Advance Services office.

## REASONING AND CONCLUSIONS OF LAW:

For the reasons that follow, the administrative law judge concludes the claimant voluntarily left the employment without good cause attributable to the employer.

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 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. The plain language of the statute allows benefits for a claimant "who notifies the temporary employment firm of completion of an employment assignment *and* who seeks reassignment." (Emphasis supplied.)

In this case, the employer had notice of the claimant's availability because it notified her of the end of the assignment but she did not request another assignment upon her return from her trip out of the country. Benefits are denied.

**DECISION:**

The June 14, 2018, (reference 01) unemployment insurance decision is affirmed. The claimant's separation was not attributable to the employer. Benefits are withheld until such time as she works in and has been paid for wages equal to ten times her weekly benefit amount, provided she is otherwise eligible.

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Blair A. Bennett  
Administrative Law Judge

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Decision Dated and Mailed

bab/scn