

**IOWA WORKFORCE DEVELOPMENT
UNEMPLOYMENT INSURANCE APPEALS**

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

MARIA G ROSAS ALMANZA
Claimant

APPEAL NO. 13A-UI-12588-NT

**ADMINISTRATIVE LAW JUDGE
DECISION**

ADVANCE SERVICES INC
Employer

OC: 06/23/13
Claimant: Appellant (2)

Section 96.5-1-j - Voluntary Leaving - Temporary Employment

STATEMENT OF THE CASE:

Claimant filed an appeal from a representative's decision dated October 29, 2013, reference 03, which denied unemployment insurance benefits finding that the claimant voluntarily quit employment on October 2, 2013 when she failed to notify the temporary employment firm within three working days of the completion of her last work assignment. After due notice was provided, a telephone hearing was held on December 3, 2013. The claimant participated personally. The employer participated by Mr. Michael Payne, Risk Manager and Ms. Bre Van Sickle. Employer's Exhibit A and Claimant's Exhibit One were received into evidence.

ISSUE:

At issue is whether the claimant filed a timely appeal and whether the claimant had sufficient contact with the temporary service employer within three working days of her last work assignment.

FINDINGS OF FACT:

Having considered the evidence in the record, the administrative law judge finds: The claimant's appeal is considered timely. Ms. Rosas Almanza relied upon agency personnel to facsimile her appeal to the Appeals Section from an Iowa Claims Center on November 8, 2013 and was reasonable in her belief that the facsimile had gone through based upon statements that were made to her by Agency personnel.

Ms. Rosas Almanza's last assignment through Advance Services at the Mycogen Seed Company ended on October 2, 2013. The claimant was informed by a representative of Mycogen Seed that her assignment had ended. Ms. Rosas Almanza contacted Advance Services on October 3 informing the employer that her temporary assignment had ended and seeking a new assignment. The claimant also requested information about filing an unemployment insurance claim if no assignments were available. Ms. Rosas Almanza made additional calls to Advance Services in the following days attempting to secure work.

At the time that she was hired the claimant signed an agreement with Advance Services to contact the temporary employment service within three working days of the completion of each

assignment to establish her availability for additional work assignments. The agreement informed the claimant that failure to do so would be considered to be a voluntary quit and might affect her unemployment insurance benefits.

REASONING AND CONCLUSIONS OF LAW:

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

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 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. In this case the evidence establishes that the claimant was in contact with Advance Services in an attempt to secure additional assignments. The record establishes that the claimant called on October 3, 2013 and made additional calls in the days thereafter.

For the reasons stated herein, the administrative law judge concludes that the separation from the temporary employment agency was for good cause attributable to the temporary employment agency and the claimant is eligible for benefits providing that she meets all other eligibility requirements of Iowa law.

DECISION:

The representative's decision dated October 29, 2013, reference 03, is reversed. The claimant's separation from the temporary employment agency was for good cause attributable to the temporary employment agency. The claimant is eligible for benefits, providing that she meets all other eligibility requirements of Iowa law. The employer's account may be charged for benefits paid to the claimant.

Terence P. Nice
Administrative Law Judge

Decision Dated and Mailed

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