

**IOWA WORKFORCE DEVELOPMENT  
UNEMPLOYMENT INSURANCE APPEALS**

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

**KENNETH J PETERS**  
Claimant

**APPEAL NO: 18A-UI-04237-JE-T**

**ADMINISTRATIVE LAW JUDGE  
DECISION**

**ADVANCE SERVICES INC**  
Employer

**OC: 03/04/18**  
**Claimant: Appellant (2)**

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

**STATEMENT OF THE CASE:**

The claimant filed a timely appeal from the April 4, 2018, reference 02, decision that denied benefits. After due notice was issued, a hearing was held by telephone conference call before Administrative Law Judge Julie Elder on April 30, 2018. The claimant participated in the hearing. Melissa Lewien, Risk Management, participated in the hearing on behalf of the employer. Employer's Exhibits One, Two and Three were admitted into evidence.

**ISSUE:**

The issues are whether the employer discharged the claimant for work-connected misconduct and whether the claimant sought reassignment from the employer.

**FINDINGS OF FACT:**

The claimant was employed as a full-time agricultural laborer for Advance Services, Inc. last assigned at Pioneer - Toledo from October 17, 2017 to March 2, 2018. He completed the assignment. He asked the on-site supervisor about another assignment and was advised to contact the Waterloo office for further work as the on-site supervisor only worked with Pioneer clients at that location. The claimant did not contact the Waterloo office for another assignment.

The employer's policy requires employees to contact it within three working days of the end of an assignment to seek further employment or they are considered to have voluntarily quit their job. According to Iowa law, that policy must be separate from the contract of hire and the employer is required to provide the employee with a copy of the policy signed by the employee indicating receipt of the policy. The employer provided the Orientation Packet Policies & Procedures which contained the three-day policy among other policies (Employer's Exhibit One), an Orientation Packet Acknowledgement page stating everything the employer covered in orientation which was signed by the claimant (Employer's Exhibit Two), and the Job Assignment Sheet, which stated the particulars about the assignment and includes a name and phone number for the claimant's supervisor (Employer's Exhibit Three), but did not provide an Advance Services End of Assignment Policy signed by the claimant.

## REASONING AND CONCLUSIONS OF LAW:

For the reasons that follow, the administrative law judge concludes the claimant voluntarily left his 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 claimant completed his assignment at Pioneer March 2, 2018. The remaining issue is whether the claimant sought reassignment from the employer. The administrative law judge

finds the claimant did not seek reassignment from Advance Services, Inc. as required by the employer's policy. However, the employer has not provided an End of Assignment Policy signed by the claimant. Under the Iowa Code, the employer must advise the claimant of the three day notice requirement and give the claimant a copy of that requirement. The notice requirement must be separate from the contract for hire. The employer did not provide the claimant with the proper notice requirements and has, therefore, failed to satisfy the requirements of Iowa Code Section 96.5-1-j. Consequently, benefits must be allowed, provided the claimant is otherwise eligible.

**DECISION:**

The April 4, 2018, reference 02, decision is reversed. The claimant's separation from employment was attributable to 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

je/scn