

**BEFORE THE
EMPLOYMENT APPEAL BOARD
Lucas State Office Building
Fourth floor
Des Moines, Iowa 50319**

LACHELE L SNELLER

Claimant

and

ADVANCE SERVICES INC

Employer

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HEARING NUMBER: 15B-UI-05421

**EMPLOYMENT APPEAL BOARD
DECISION**

NOTICE

THIS DECISION BECOMES FINAL unless (1) a **request for a REHEARING** is filed with the Employment Appeal Board within **20 days** of the date of the Board's decision or, (2) a **PETITION TO DISTRICT COURT** IS FILED WITHIN **30 days** of the date of the Board's decision.

A **REHEARING REQUEST** shall state the specific grounds and relief sought. If the rehearing request is denied, a petition may be filed in **DISTRICT COURT** within **30 days** of the date of the denial.

SECTION: 96.5-1-J

DECISION

UNEMPLOYMENT BENEFITS ARE ALLOWED IF OTHERWISE ELIGIBLE

The Claimant appealed this case to the Employment Appeal Board. The members of the Employment Appeal Board reviewed the entire record. The Appeal Board finds it cannot affirm the administrative law judge's decision. The Employment Appeal Board **REVERSES** as set forth below.

FINDINGS OF FACT:

The Claimant, Lachele L. Sneller, was employed by Advance Services, Inc. (ASI) who last assigned her to Dupont Pioneer as a full-time soybean technician beginning May 19, 2014 through October 17, 2014. (5:09-6:14; 13:10-13:23; 13:31-13:35) The Claimant's immediate on-site supervisor was Joe Jones, who worked for ASI as a human resources coordinator. (6:23-6:32; 6:48-6:53;) On Friday, October 17, 2014, Mr. Jones called the Claimant to inform her that her assignment ended. (6:40-6:47; 6:54-6:59; 13:39-13:45; 13:54-14:00) Ms. Sneller contacted ASI the following Monday (October 20th) and returned her equipment to Dupont Pioneer where she spoke with Pam, another on-site ASI personnel. (7:00-8:05; 20:57-21:01) She asked Pam if there were any other job openings to which Pam responded there weren't any other assignments at that time. (8:11-8:30)

Throughout the Claimant's prior employment with ASI regarding completion of previous assignments and layoffs, the Claimant never contacted the corporate office for reassignment; she'd always contacted the on-site personnel without any repercussion. (18:48-19:18; 20:43-20:50)

REASONING AND CONCLUSIONS OF LAW:

Iowa Code section 96.5(1) provides:

An individual shall be disqualified for benefits: *Voluntary Quitting*. If the individual has left work voluntarily without good cause attributable to the individual's employer, if so found by the department.

j. The individual is a temporary employee of 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.

The findings of fact show how we have resolved the disputed factual issues in this case. We have carefully weighed the credibility of the witnesses and the reliability of the evidence. We attribute more weight to the Claimant's version of events.

Ms. Sneller provided credible testimony that she had always contacted on-site ASI personnel whenever her assignments ended. This manner of notification had not previously precluded her from being reassigned. She had never been reprimanded in the past for contacting what the Employer deemed inappropriate personnel. Thus, when Mr. Johns called her to tell her the assignment ended that Friday, she reported to the person whom she reasonably believed was the ASI supervisor on duty within 3 days of her assignment's end. Her request for additional work was also in keeping with the notification policy in that she made it clear she was available for other employment.

Although the Employer argues that the person she reported to was not the appropriate ASI personnel, the Claimant's belief that she fulfilled her obligation was not unreasonable given her past experience under similar circumstances. Additionally, the Employer had full knowledge of the Claimant's completion of the job assignment based on both parties' testimony that it was Joe Johns, the on-site ASI human resources coordinator, who informed her of its end. The fact that the Claimant personally and subsequently reported the following Monday is indicative of her intention not to quit her employment with ASI. Based on this record, we conclude that the Claimant satisfied the Employer's notification policy within the meaning of the statute when she reported her assignment's end to the person she reasonably believed was the on-duty ASI representative and asked for reassignment for which there was none.

DECISION:

The administrative law judge's decision dated June 23, 2015 is **REVERSED**. The Employment Appeal Board concludes that the Claimant was discharged for no disqualifying reason. Accordingly, she is allowed benefits provided she is otherwise eligible.

Kim D. Schmett

Ashley R. Koopmans

James M. Strohman

AMG/fnv