

**IOWA WORKFORCE DEVELOPMENT  
UNEMPLOYMENT INSURANCE APPEALS**

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

**CHERYL J CRAIN**  
Claimant

**APPEAL NO. 13A-UI-10685-NT**

**ADMINISTRATIVE LAW JUDGE  
DECISION**

**ADVANCE SERVICES INC**  
Employer

**OC: 03/10/13**  
**Claimant: Appellant (1)**

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

**STATEMENT OF THE CASE:**

Claimant filed a timely appeal from a representative's decision dated September 10, 2013, reference 04, which denied unemployment insurance benefits finding that the claimant voluntarily quit employment on August 14, 2013 when she failed to notify the temporary employment firm within three working days of the completion of her last work assignment as agreed. After due notice was provided, a telephone hearing was held on October 14, 2013. The claimant participated. Participating on behalf of the claimant was Mr. Kyle Marcum, Attorney at Law. The employer participated by Mr. Michael Payne, Risk Manager and Mr. James Stone, Human Resource Coordinator. Employer's Exhibits One, Two and Three were received into evidence.

**ISSUE:**

At issue is whether the claimant left employment with the temporary firm by failing to provide notice of her availability within three working days as agreed.

**FINDINGS OF FACT:**

Having considered the evidence in the record, the administrative law judge finds: Cheryl Crain began employment with Advance Services, Inc. on May 14, 2013. The claimant's most recent assignment through Advance Services began on July 30, 2013 and ended on August 14, 2013. Ms. Crain was assigned to work at the NSK Company as a general laborer and was being paid by the hour. Ms. Crain had previously accepted assignments through Advance Services on six occasions and had been assigned to work at the NSK on those assignments.

When Ms. Crain had accepted employment with Advance Services she signed a copy of the company's Advance Services, Inc. assignment policy and agreed to contact Advance Services within three working days after the end of a temporary assignment to request further assignments. The claimant was informed that failure to do so would be considered to be a voluntary quit and could affect her eligibility for unemployment insurance benefits. (See Employer's Exhibit Two).

The claimant's most recent assignment with NSK ended on August 14, 2013 when Ms. Crain was informed by the representative of the NSK Company that no further work was available to her at that time. Ms. Crain did not inform Advance Services, Inc. within the three required working days that the assignment had ended but instead filed a claim for unemployment insurance benefits, reopening her claim effective August 15, 2013. Advance Services, Inc. became aware that the claimant's most recent assignment with NSK had ended because they were notified of the claim for unemployment insurance benefits. Advance Services then contacted NSK and the client employer at that time verified to the temporary employment service that Ms. Crain's temporary assignment had ended on Wednesday, August 14, the preceding week. The temporary employment service checked its database and concluded that Ms. Crain had not contacted Advance Services, Inc. within three working days in violation of the agreement between the parties that categorized the claimant's job separation as a voluntary quit for the above-stated reasons.

It is the claimant's position that her failure to notify Advance Services, Inc. within three working days is not dispositive of the issue of whether she quit her employment or was laid off due to lack of work. The claimant maintains that on other occasions Advance Services, Inc. has contacted her for work by calling her and offering a new temporary position after the three-day notice period had elapsed and it is inequitable that the claimant be disqualified from the receipt of unemployment insurance benefits by leaving a temporary job precluding the claimant from receiving unemployment insurance benefits from a previous employer.

#### **REASONING AND CONCLUSIONS OF LAW:**

For the reasons that follow, the administrative law judge concludes that the claimant voluntarily left employment without 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 the notice to the temporary agency employer that the claimant is available for work at the conclusion of each temporary assignment so that they may be re-assigned and continue working. In this case the claimant gave the employer no notice of her availability and therefore is considered to have quit employment even though the claimant may be eligible to return to work for the temporary agency at some later date. Benefits are denied.

**DECISION:**

The representative's decision dated September 10, 2013, reference 04, is affirmed. The claimant's separation was not attributable to the employer. The claimant failed to have adequate contact with the employer about her availability as required by the statute. Benefits are withheld until such time as the claimant has worked in and been paid wages for insured work equal to ten times her weekly benefit amount and is otherwise eligible.

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Terence P. Nice  
Administrative Law Judge

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Decision Dated and Mailed

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