

**IOWA WORKFORCE DEVELOPMENT  
UNEMPLOYMENT INSURANCE APPEALS BUREAU**

**RICHARD GOLDEN**  
Claimant

**ADVANCE SERVICES INC**  
Employer

**APPEAL 19A-UI-01782-SC-T**

**ADMINISTRATIVE LAW JUDGE  
DECISION**

**OC: 01/13/19**  
**Claimant: Respondent (2)**

Iowa Code § 96.5(1)j – Voluntary Quitting – Temporary Employment  
Iowa Code § 96.3(7) – Recovery of Benefit Overpayment  
Iowa Admin. Code r. 871-24.10 – Employer/Representative Participation Fact-finding Interview

**STATEMENT OF THE CASE:**

Advance Services, Inc. (employer) filed an appeal from the February 26, 2019, reference 01, unemployment insurance decision that allowed benefits based upon the determination Richard Golden completed his assignment and notified the employer within three days of the end of an assignment. The parties were properly notified about the hearing. A telephone hearing was held on March 14, 2019. The claimant did not respond to the hearing notice and did not participate. The employer participated through Risk Manager Melissa Lewien. The Employer's Exhibit 1 was admitted into the record. The administrative law judge took official notice of the administrative record, specifically the claimant's database readout (DBRO).

**ISSUES:**

Did the claimant quit by not reporting for additional work assignments within three business days of the end of the last assignment?  
Has the claimant been overpaid unemployment insurance benefits and, if so, can the repayment of those benefits to the agency be waived?  
Can charges to the employer's account be waived?

**FINDINGS OF FACT:**

Having reviewed all of the evidence in the record, the administrative law judge finds: The claimant was temporarily employed in a full-time position as a Material Handler for the employer's client American Hydraulics beginning on July 25, 2018, and his assignment ended on January 4, 2019. The claimant did not request a new job assignment when he was notified that his assignment had ended. He had no further contact with the employer after January 4.

The employer has a policy that once an assignment ends, employees have three days to request a new assignment or they will be deemed to have voluntarily quit employment. The claimant received and signed that policy on June 15, 2018.

The administrative record reflects that the claimant has not received any unemployment benefits since filing a claim with an effective date of January 13, 2019. The administrative record also establishes that the employer did participate in the fact-finding interview.

### **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. Benefits are denied.

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 assignment *and* who seeks reassignment.” (Emphasis supplied.)

In this case, the employer had notice of the claimant’s availability because it notified him of the end of the assignment but he did not request another assignment. Therefore, he is considered to have quit the employment without good cause attributable to the employer. Benefits are denied.

As the claimant has not received any benefits to date, the issues of overpayment and the employer’s participation in the fact-finding interview are moot.

**DECISION:**

The February 26, 2019, reference 01, unemployment insurance decision is reversed. The claimant’s separation was not attributable to the employer. Benefits are withheld until such time as he works in and has been paid for wages equal to ten times his weekly benefit amount, provided he is otherwise eligible. As the claimant has not received any benefits to date, the issues of overpayment and the employer’s participation in the fact-finding interview are moot.

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Stephanie R. Callahan  
Administrative Law Judge

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Decision Dated and Mailed

src/scn