

**IOWA WORKFORCE DEVELOPMENT
UNEMPLOYMENT INSURANCE APPEALS BUREAU**

MICHAEL J COX
Claimant

ADVANCE SERVICES INC
Employer

APPEAL 20A-UI-06210-BH-T

**ADMINISTRATIVE LAW JUDGE
DECISION**

OC: 05/17/20
Claimant: Appellant (1)

Iowa Code § 96.5(1) – Voluntary Quitting
Iowa Code § 96.5(1)j – Voluntary Quitting – Temporary Employment
Iowa Code § 96.5(2)a – Discharge for Misconduct

STATEMENT OF THE CASE:

Michael J. Cox appealed the June 10, 2020 (reference 01) unemployment insurance decision that denied benefits based upon his voluntary quit from employment by failing to notify the temporary employment firm within three working days of the completion of his last work assignment. The parties were properly notified of the hearing. A telephone hearing was held on July 16, 2020. Cox participated personally and testified. The employer, Advance Services, Inc. (ASI), participated through Melissa Lewien. Employer's Exhibit 1 was admitted into evidence.

ISSUES:

Did claimant voluntarily quit the employment with good cause attributable to employer?
Did the claimant voluntarily quit by not reporting for an additional work assignment within three business days of the end of the last assignment?
Was the claimant discharged for disqualifying job-related misconduct?

FINDINGS OF FACT:

Having reviewed all of the evidence in the record, the administrative law judge finds the following facts.

ASI is a temporary staffing firm. ASI hired Cox in or around July 17, 2019, out of its Clarinda office. Cox worked various temporary assignments through ASI. After completing a physically demanding assignment, Cox decided to move back to western Iowa. After moving, Cox went to the Omaha ASI office to get more temporary assignments.

ASI provided Cox a written policy regarding his duty to notify ASI of the end of an assignment within three days of the assignment's conclusion. Cox electronically signed an acknowledgment that he received the policy. Cox was aware of the policy.

ASI gave Cox an assignment with an employer. The ASI employee Cox spoke with about the assignment told him it would last between one and three weeks. Cox worked one day. At the end of the day, the boss reviewed his work, told him he did a good job, and that it did not make sense for him to come in the following day for an hour of work. The boss told Cox his assignment was over and he would notify ASI.

Cox had seen a job posting on the Indeed website for a customer service job with the business. He asked the boss about it. The boss told Cox that they did not hire employees from ASI.

While Cox was working on the assignment, he spoke with individuals at another business in the same building. Cox secured a job interview there for the next day. Cox returned to the building for the job interview as planned. Workers from the business he had worked the temporary job for on the previous day informed Cox that they had no work for him that day. Cox responded by telling them he had a job interview with another employer in the same building.

Cox participated in the job interview. The employer offered him a job in Lincoln, Nebraska. Cox rejected it because Lincoln was too far away.

Cox did not contact ASI after his last assignment ended. ASI considered him to have quit on September 16, 2020. Cox next contacted ASI on October 29, 2019. ASI has contacted Cox multiple times to see if he had interest in working other temporary assignments despite the business classifying him as having quit. Cox rejected their offers of temporary work each time.

REASONING AND CONCLUSIONS OF LAW:

For the reasons that follow, the administrative law judge concludes Cox quit his job with ASI 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. (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.

Iowa Administrative Code rule 871-24.26(19) provides:

Voluntary quit with good cause attributable to the employer and separations not considered to be voluntary quits. The following are reasons for a claimant leaving employment with good cause attributable to the employer:

(19) The claimant was employed on a temporary basis for assignment to spot jobs or casual labor work and fulfilled the contract of hire when each of the jobs was completed. An election not to report for a new assignment to work shall not be construed as a voluntary leaving of employment. The issue of a refusal of an offer of suitable work shall be adjudicated when an offer of work is made by the former employer. The provisions of Iowa Code section 96.5(3) and rule 24.24(96) are controlling in the determination of suitability of work. However, this subrule shall not apply to substitute school employees who are subject to the provisions of Iowa Code section 96.4(5) which denies benefits that are based on service in an educational institution when the individual declines or refuses to accept a new contract or reasonable assurance of continued employment status. Under this circumstance, the substitute school employee shall be considered to have voluntarily quit employment.

The evidence establishes that ASI was a temporary staffing firm. Cox worked for ASI on temporary staffing assignments. ASI notified Cox in writing of the requirement that he notify ASI within three working days of a temporary assignment ending in order to get a new assignment. Cox did not notify within three days of his final assignment ending. Consequently, ASI considered him to have resigned effective September 16, 2020. For these reasons, Cox is not eligible for benefits under Iowa law.

DECISION:

The June 10, 2020, (reference 01) unemployment insurance decision is affirmed. Cox did not notify ASI that his final temporary assignment ended within three working days of its conclusion. He therefore quit his job without good cause attributable to the employer. Regular unemployment insurance benefits under state law are denied.

Even though Cox is not eligible for regular unemployment insurance benefits under state law, he may be eligible for federally funded unemployment insurance benefits under the CARES Act. Section 2102 of the CARES Act creates a new temporary federal program called Pandemic

Unemployment Assistance (PUA) that in general provides up to 39 weeks of unemployment benefits. An individual receiving PUA benefits may also receive the \$600 weekly benefit amount (WBA) under the Federal Pandemic Unemployment Compensation (FPUC) program if he is eligible for such compensation for the week claimed. This decision does not address whether Cox is eligible for PUA. For a decision on such eligibility, he must apply for PUA, as noted in the instructions provided in the "Note to Claimant" below.



Ben Humphrey
Administrative Law Judge

July 24, 2020
Decision Dated and Mailed

bh/sam

NOTE TO CLAIMANT:

- This decision determines you are not eligible for regular unemployment insurance benefits under state law. If you disagree with this decision you may file an appeal to the Employment Appeal Board by following the instructions on the first page of this decision.
- If you do not qualify for regular unemployment insurance benefits under state law and are currently unemployed for reasons related to COVID-19, you may qualify for Pandemic Unemployment Assistance (PUA). **You will need to apply for PUA to determine your eligibility under the program.** For more information about how to apply for PUA, go to:

<https://www.iowaworkforcedevelopment.gov/pua-information>