

**IOWA WORKFORCE DEVELOPMENT  
UNEMPLOYMENT INSURANCE APPEALS**

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

**MARIA G ROSAS ALMANZA**  
Claimant

**APPEAL NO. 12A-UI-12946-AT**

**ADMINISTRATIVE LAW JUDGE  
DECISION**

**ADVANCE SERVICES INC**  
Employer

**OC: 06/24/12**  
**Claimant: Respondent (1)**

Section 96.5-1-j – Quit From Temporary Employment

**STATEMENT OF THE CASE:**

Advance Services, Inc. filed a timely appeal from an unemployment insurance decision dated October 25, 2012, reference 02, that allowed benefits to Maria G. Rosas Almanza. After due notice was issued, a telephone hearing was held November 27, 2012 with Ms. Rosas Almanza participating. Loss Prevention Specialist Steve Volle took part in the hearing for the employer. Employer Exhibits One and Two were admitted into evidence.

**ISSUE:**

Was the claimant's separation from employment a disqualifying event?

**FINDINGS OF FACT:**

Maria G. Rosas Almanza was employed by Advance Services, Inc. from August 28, 2012 until October 1, 2012. She worked on assignment at Micogen Seeds. She was notified on October 1, 2012 that the assignment was ending. She called the Ames office of Advance Services on October 3, 2012 and spoke with Chelsea Osenbaugh who told her that no work was available.

**REASONING AND CONCLUSIONS OF LAW:**

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 factual question is whether Ms. Rosas Almanza contacted Advance Services within three working days after October 1, 2012. The claimant's testimony persuades the administrative law judge that she did. She testified from personal recollection aided by telephone records she had requested from her cell phone provider. Neither Ms. Osenbaugh nor anyone else from the Ames office was called to testify. The claimant's testimony is more credible than the secondhand information Mr. Volle was able to pass along. Benefits are allowed.

#### **DECISION:**

The unemployment insurance decision dated October 25, 2012, reference 02, is affirmed. The claimant is entitled to receive unemployment insurance benefits, provided she is otherwise eligible.

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Dan Anderson  
Administrative Law Judge

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Decision Dated and Mailed

pjs/pjs