

**IOWA WORKFORCE DEVELOPMENT  
UNEMPLOYMENT INSURANCE APPEALS BUREAU**

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**AUSTIN D ANDERSON**  
Claimant

**ALL IN A DAY LLC**  
Employer

**APPEAL 16A-UI-07352-DB-T**

**ADMINISTRATIVE LAW JUDGE  
DECISION**

**OC: 05/29/16  
Claimant: Appellant (2R)**

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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:**

The claimant/appellant filed an appeal from the June 22, 2016, (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 August 1, 2016. The claimant, Austin D. Anderson, participated personally. The employer, All in a Day LLC, participated through Human Resources Administrative Assistant Toni Holguin. Claimant's Exhibit A was admitted. Employer's Exhibit 1 was admitted.

**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 claimant was a temporary employee of a temporary employment firm. Claimant began his employment on September 21, 2015. On October 7, 2015 the claimant completed paperwork with the employer, including signing the employer's agreement which stated that the employee must contact the employer within three business days of completion of each employment assignment to request additional work otherwise they will be considered to have voluntarily quit. See Exhibit 1.

Claimant received his job assignment from the employer to work full time at Montezuma Manufacturing. Claimant's job duties included operating machines. This job assignment began on September 21, 2015 and ended on May 31, 2016. On May 31, 2016 claimant was contacted by an employee named Molly who notified him that his job assignment had ended. Claimant requested additional work from Molly and she told him to contact the Grinnell office. Claimant

contacted the Grinnell, Iowa office and spoke to an employee named Jenny on June 2, 2016. See Exhibit A. Claimant was told by Jenny that she would get back in touch with him. Claimant did not hear back from Jenny so he again telephoned her on June 3, 2016. See Exhibit A. Claimant was told by Jenny that she would call him if work became available but there was none available at this time. No further work was available to claimant.

During the hearing claimant indicated that he intends to permanently move to Illinois on Friday, August 5, 2016. The question of whether or not the claimant is able to and available for work shall be remanded to the Benefits Bureau of Iowa Workforce Development for an initial investigation and determination of whether or not claimant is able to and available for work.

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

For the reasons that follow, the administrative law judge concludes the separation was with good cause attributable to the employer. Benefits are allowed.

Iowa Code § 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 Admin. Code r. 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 purpose of the statute is to provide notice to the temporary agency employer that the claimant is available for and seeking work at the end of the temporary assignment. Since he contacted the employer within three working days of the notification of the end of the assignment, requested reassignment, and there was no work available, no disqualification is imposed.

As such, the claimant complied with Iowa Code section 96.5(1)j and he did not voluntarily quit without good cause attributable to the employer. The separation is not disqualifying. Benefits are allowed.

**DECISION:**

The June 22, 2016, (reference 01) unemployment insurance decision is reversed. The claimant's separation from employment was not disqualifying. Benefits are allowed, provided he is otherwise eligible. Any benefits claimed and withheld on this basis shall be paid.

**REMAND:** The able to and available for work issue delineated in the findings of fact is remanded to the Benefits Bureau of Iowa Workforce Development for an initial investigation and determination.

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Dawn Boucher  
Administrative Law Judge

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Decision Dated and Mailed

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