

**BEFORE THE
EMPLOYMENT APPEAL BOARD
Lucas State Office Building
Fourth floor
Des Moines, Iowa 50319**

SARA J WEISSENFLUH

Claimant

and

ADVANCE SERVICES INC

Employer

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HEARING NUMBER: 16B-UI-03715

**EMPLOYMENT APPEAL BOARD
DECISION**

NOTICE

THIS DECISION BECOMES FINAL unless (1) a **request for a REHEARING** is filed with the Employment Appeal Board within **20 days** of the date of the Board's decision or, (2) a **PETITION TO DISTRICT COURT** IS FILED WITHIN **30 days** of the date of the Board's decision.

A **REHEARING REQUEST** shall state the specific grounds and relief sought. If the rehearing request is denied, a petition may be filed in **DISTRICT COURT** within **30 days** of the date of the denial.

SECTION: 96.5-1-J, 96.3-7

DECISION

UNEMPLOYMENT BENEFITS ARE ALLOWED IF OTHERWISE ELIGIBLE

The Claimant appealed this case to the Employment Appeal Board. The members of the Employment Appeal Board reviewed the entire record. The Appeal Board finds it cannot affirm the administrative law judge's decision. The Employment Appeal Board **REVERSES** as set forth below.

FINDINGS OF FACT:

The Claimant, Sara J. Weissenfluh, worked for Advance Services, Inc. from August 26, 2015 through February 26, 2016 as a full-time temporary employee who was last assigned at Pioneer. The Employer provided the Claimant with a copy of the "End of the Assignment Policy" statement, which she signed in acknowledgement of receipt. (6:42-7:00; 13:50-14:25; Exhibit 2) The Employer did not always follow policy and would sometimes rely on verbal notifications and reassignments. (15:51-16:00)

Advance Services contacted the Claimant to inform her that the Pioneer assignment would be ending. She asked the Employer at that moment "...[if] there was anything further [she] needed to do?" (11:35-11:47; 11:58-12:06) Ms. Weissenfluh contacted the Cedar Rapids office on two different occasions: (1) on February 19th, when she spoke with Amanda Hall, the on-site Advance Services supervisor (12:56-13:18; 14:55); and (2) on the day the assignment actually ended on February 26, 2016, speaking with Misty at the corporate office when she expressed interest in another assignment. (14:55-15:17; 16:32-16:56)

REASONING AND CONCLUSIONS OF LAW:

Iowa Code section 96.5(1) provides:

An individual shall be disqualified for benefits: *Voluntary Quitting*. If the individual has left work voluntarily without good cause attributable to the individual's employer, if so found by the department.

j. The individual is a temporary employee of 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.

The findings of fact show how we have resolved the disputed factual issues in this case. We have carefully weighed the credibility of the witnesses and the reliability of the evidence. We attribute more weight to the Claimant's version of events. The evidence supports that not only did the Employer, Advanced Services, know of the assignment's end based on their verbal communication with the Claimant prior the end date, the Claimant on that very day questioned Amanda Hall about what she needed to do to get additional assignments. Her inquiry just on the heels of being told of the end date suffices as notification and a request for additional assignments. The fact that she followed up with a phone call to corporate on the actual day the assignment ended further establishes that the Claimant substantially complied with the Employer's notification policy.

Based on this record, we conclude that the Claimant did not quit her employment with Advance Services. Rather, she was not offered further assignment when she notified them, and has received no further communication from the agency.

DECISION:

The administrative law judge's decision dated April 18, 2016 is **REVERSED**. The Employment Appeal Board concludes that the Claimant did not voluntarily quit her employment, and was not reassigned even though she notified the Employer of the last assignment's end. Accordingly, she is allowed benefits provided she is otherwise eligible.

Kim D. Schmett

Ashley R. Koopmans

James M. Strohman

AMG/fnv