

**IOWA WORKFORCE DEVELOPMENT  
UNEMPLOYMENT INSURANCE APPEALS**

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

**ANDREW LOCHE**

Claimant

**APPEAL NO. 17A-UI-01975-TNT**

**ADMINISTRATIVE LAW JUDGE  
DECISION**

**ADVANCE SERVICES INC**

Employer

**OC: 01/08/17**

**Claimant: Appellant (1)**

Iowa Code § 96.5(1)j – Separation from Temporary Employment

**STATEMENT OF THE CASE:**

The claimant filed a timely appeal from a representative's decision dated February 13, 2017, reference 03, that denied unemployment insurance benefits. After due notice was provided, a telephone hearing was held on March 15, 2017. Claimant participated. The employer participated through Ms. Melissa Lewien, Risk Manager. Employer's Exhibits 1 and 2 were admitted into the hearing record.

**ISSUE:**

The issue is whether the claimant's separation from the temporary employment agency was for good cause attributable to the employer.

**FINDINGS OF FACT:**

Having considered all of the evidence in the record, the administrative law judge finds: Andrew Loche was most recently employed by Advance Services, Inc., from December 19, 2016 until January 5, 2017. Mr. Loche was given a long-term assignment to work at the Siouxland Galvanizing Company as a general laborer and was paid \$10.30 per hour. His contact person at Advance Services was Ms. Vercnise Suarcz.

The claimant was notified by telephone on Friday, January 6, 2017, that there would be no work that day at Siouxland Galvanizing Company. On Tuesday, January 10, 2017, Advance Services attempted to reach the claimant, but could not do so and left a message that there would not be work that day at the Siouxland assignment. Advance Services left messages for Mr. Loche on January 11 and January 19, attempting to contact the claimant to inform him that the assignment was continuing. Mr. Loche did not respond to any of the messages left by the temporary employment company. On January 23, 2017, Advance Services left a message informing the claimant that the ongoing assignment at Siouxland Galvanizing Company had ended. Advance Services had no contact from the claimant throughout this period, until February 1, 2017, when the claimant called Advance Services asking for paystubs to turn in for assistance. As such, when the claimant was offered another assignment, the claimant did not report for it.

At the time the Mr. Loche accepted the assignment with Advance Services, Inc., he signed a written agreement agreeing to contact the temporary employment firm within three business days after the completion of each work assignment to establish the availability for additional work assignments. The document also informed the claimant that failure to notify the employer within three business days would be considered a voluntary quit and could affect his unemployment insurance benefits.

It is the claimant's position that because he was called by the employer and told there was no work at the ongoing assignment for January 6, 2017, he concluded that the temporary employment services had no work available at his normal assignment at the Siouxland Galvanizing Company, and no work available in general, and he, therefore, did not contact the temporary service because he was aware that they had no work available.

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

The question before the administrative law judge is whether Mr. Andrew Loche's separation from the temporary employment agency was for good cause attributable to the employer. It was not.

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.

The evidence in the record indicates that the claimant was aware that he was assigned to an ongoing assignment Siouxland Galvanizing Company, but did not make himself available to complete the assignment, although the temporary employment service had repeatedly attempted to contact Mr. Loche to inform him that his services were needed. The employer finally left a message for the claimant on January 23, 2017, informing him that the assignment had come to an end at that time, however, the claimant did not contact the temporary employment agency within three working days as agreed to establish his availability for other job assignments. Mr. Loche did not contact the temporary service until February 1, 2017, which is beyond the three business days and at that time, was not seeking other assignments, but requesting documentation for other purposes.

Based upon the evidence in the record and the application of the appropriate law, the administrative law judge concludes that Andrew Loche's separation from the temporary employment agency was not for good cause reason attributable to the temporary employment agency. The claimant is not eligible for benefits because the claimant had not made himself available for the ongoing work assignment at Siouxland Galvanizing Company and at the conclusion of that assignment, had not contacted the temporary employment firm within three business days as agreed to establish his availability for more assignments. Accordingly, the claimant is disqualified for benefits until he has worked in and been paid wages for insured work equal to ten times his weekly benefit amount and is otherwise eligible.

**DECISION:**

The representative's decision dated February 13, 2017, reference 03, is affirmed. Claimant left his employment on January 5, 2017, without good cause attributable to the employer. Benefits are denied.

---

Terry Nice  
Administrative Law Judge

---

Decision Dated and Mailed

rvs/rvs