

**IOWA WORKFORCE DEVELOPMENT
UNEMPLOYMENT INSURANCE APPEALS BUREAU**

GARY L JENS

Claimant

APPEAL 16A-UI-02934-DB-T

**ADMINISTRATIVE LAW JUDGE
DECISION**

ADVANCE SERVICES INC

Employer

OC: 05/24/15

Claimant: Appellant (1)

Iowa Code § 96.5(1) – Voluntary Quitting

Iowa Code § 96.5(1)(j) – Voluntary Quitting of Temporary Employment

Iowa Code § 96.5(2)a – Discharge for Misconduct

STATEMENT OF THE CASE:

The claimant/appellant filed an appeal from the March 1, 2016, (reference 03) unemployment insurance decision that denied benefits based upon him voluntarily quitting work without good cause attributable to the employer. The parties were properly notified of the hearing. A telephone hearing was held on March 29, 2016. The claimant participated personally. The employer, Advance Services, Inc., participated through Michael Payne and Norma Martinez. Employer's Exhibits 1-2 were admitted. Iowa Code § 96.5(1)(j) was not included in the hearing notice. Claimant and Employer waived notice of this code section.

ISSUES:

Did claimant voluntarily quit the employment with good cause attributable to employer?

Did the claimant quit by not reporting for 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: Claimant was employed full time as a general laborer from December 7, 2015 until February 11, 2016.

Employer is a temporary employment firm and has a written policy in place wherein the employee must contact the firm within three working days after the end of an assignment and request further assignments or they will be considered to have voluntarily quit. See Exhibit 2. Claimant was given a copy of this policy by Ms. Martinez and he signed a copy of this policy. Claimant was on a job assignment with Syngenta. See Exhibit 1. Claimant was late for work on February 11, 2016 so he called Ms. Martinez to advise her that he would be late to his job assignment. Ms. Martinez called Kevin Carrier at Syngenta and he stated that he wanted to end the job assignment for claimant. Ms. Martinez then called claimant back on the telephone and

informed him that Mr. Carrier was ending the job assignment. Claimant did not request further work at that time and never contacted employer at any further time to advise that he was looking for further work.

REASONING AND CONCLUSIONS OF LAW:

For the reasons that follow, the administrative law judge concludes claimant's separation from employment was a voluntary quit without good cause attributable to the employer. Benefits are denied.

Iowa Code § 96.5(1) 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.

Employer has a written policy which provides that failure to contact the employer within three working days of a job assignment ending will be deemed a voluntary quit. This policy is clear and concise and the claimant read and signed the policy upon hire. The policy is separate from any contract of employment and the claimant was given a copy of the policy.

A voluntary leaving of employment requires an intention to terminate the employment relationship accompanied by an overt act of carrying out that intention. *Local Lodge #1426 v. Wilson Trailer*, 289 N.W.2d 608, 612 (Iowa 1980). Claimant intended to quit and carried that out by failing to notify the Employer that he was looking for further job assignments. The claimant has the burden of proving that the voluntary leaving was for good cause attributable to the employer. Iowa Code § 96.6(2). "Good cause" for leaving employment must be that which is reasonable to the average person, not the overly sensitive individual or the claimant in particular. *Uniweld Products v. Indus. Relations Comm'n*, 277 So.2d 827 (Fla. Dist. Ct. App. 1973). Claimant had no good cause for not seeking further job assignments from the employer.

Claimant voluntarily quit working without good cause attributable to the employer when he failed to seek further job assignments. Benefits must be denied.

DECISION:

The March 1, 2016, (reference 03) unemployment insurance decision is affirmed. Claimant voluntarily left employment without good cause attributable to the employer. Benefits are withheld until such time as he has worked in and been paid wages for insured work equal to ten times his weekly benefit amount, provided he is otherwise eligible.

Dawn Boucher
Administrative Law Judge

Decision Dated and Mailed

db/css