

**IOWA WORKFORCE DEVELOPMENT  
UNEMPLOYMENT INSURANCE APPEALS BUREAU**

**NANCY MARTINEZ**

Claimant

**APPEAL 21A-UI-17174-JC-T**

**ADMINISTRATIVE LAW JUDGE  
DECISION**

**ADVANCE SERVICES INC**

Employer

**OC: 04/18/21**

**Claimant: Appellant (2)**

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

Iowa Code § 96.5(1) – Voluntary Quitting

**STATEMENT OF THE CASE:**

The claimant/appellant, Nancy Martinez, filed an appeal from the August 2, 2021 (reference 01) Iowa Workforce Development (“IWD”) unemployment insurance decision that denied benefits. The parties were properly notified about the hearing. A telephone hearing was held on September 28, 2021. The claimant participated. The employer, Advance Services Inc., participated through Steve Volle.

The administrative law judge took official notice of the administrative records. Employer Exhibit 1 was admitted. Based on the evidence, the arguments presented, and the law, the administrative law judge enters the following findings of fact, reasoning and conclusions of law, and decision.

**ISSUES:**

Did the claimant 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?

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

**FINDINGS OF FACT:**

Having reviewed all of the evidence in the record, the administrative law judge finds: The claimant was employed full-time on assignment from January 25, 2021 until April 2, 2021 at Pioneer. Employer, through Maria Garcia, notified claimant the assignment but not the employment ended on April 2, 2021. On the same day, claimant requested a new assignment and Ms. Garcia said none was available immediately but she would follow up with claimant. She did not call claimant back. Claimant contacted Ms. Garcia on her personal phone to follow up on April 12, 2021.

When claimant was hired, she was trained and signed off on the employer’s reassignment policy, which requires an employee contact the employer within three business days of an assignment ending to request new assignment. (See Employer Exhibit 1). Employer

documents its contacts with employees within its internal database. Ms. Garcia did not attend the hearing. Mr. Volle stated claimant did not request a new assignment until April 12, 2021.

Claimant established her claim for unemployment insurance benefits effective April 18, 2021.

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

For the reasons that follow, the administrative law judge concludes the claimant's separation from employment is attributable to the employer.

Iowa Code section 96.5(1)j provides:

An individual shall be disqualified for benefits, regardless of the source of the individual's wage credits:

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(15) provides:

Employee of temporary employment firm.

- a. The individual is a temporary employee of a temporary employment firm who notifies the temporary employment firm within three days of completion of an employment assignment and seeks reassignment under the contract of hire. The employee must be advised by the employer of the notification requirement in writing and receive a copy.
- b. The individual shall be eligible for benefits under this subrule if the individual has good cause for not contacting the employer within three days and did notify the employer at the first reasonable opportunity.
- c. Good cause is a substantial and justifiable reason, excuse or cause such that a reasonable and prudent person, who desired to remain in the ranks of the employed, would find to be adequate justification for not notifying the employer. Good cause would include the employer's going out of business; blinding snow storm; telephone lines down; employer closed for vacation; hospitalization of the claimant; and other substantial reasons.
- d. Notification may be accomplished by going to the employer's place of business, telephoning the employer, faxing the employer, or any other currently acceptable means of communications. Working days means the normal days in which the employer is open for business.

The purpose of the statute is to provide notice to the temporary agency employer that the claimant is available for work at the conclusion of each temporary assignment so they may be reassigned and continue working. The plain language of the statute allows benefits for a claimant "who notifies the temporary employment firm of completion of an employment assignment and who seeks reassignment."

Claimant was trained on employer's reassignment policy upon hire. The claimant's assignment ended on April 2, 2021. Claimant did contact the employer within three business days to request a new assignment. She did so on April 2, 2021 and was told Ms. Garcia would call her back with a new assignment. When claimant did not hear back, she followed up on April 12, 2021. Claimant credibly testified she satisfied the requirements to request reassignment per employer policy. Accordingly, the claimant's separation from employment is attributable to the employer. Benefits are allowed, provided she is otherwise eligible.

**DECISION:**

The unemployment insurance decision dated August 2, 2021, (reference 01) is REVERSED. The claimant's separation from employment is attributable to the employer. Benefits are allowed, provided she is otherwise eligible.



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Jennifer L. Beckman  
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September 30, 2021  
Decision Dated and Mailed

jlb/kmj