

**IOWA WORKFORCE DEVELOPMENT
UNEMPLOYMENT INSURANCE APPEALS**

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

JAMES R HERRON
Claimant

APPEAL NO. 11A-UI-10345-NT

**ADMINISTRATIVE LAW JUDGE
DECISION**

ADVANCE SERVICES INC
Employer

OC: 07/03/11
Claimant: Appellant (1)

Section 96.5-1 – Voluntary Quit
Section 96.5-1j – Contact for Reassignment

STATEMENT OF THE CASE:

James Herron filed a timely appeal from a representative's decision dated August 3, 2011, reference 01, which denied unemployment insurance benefits. After due notice, a telephone hearing was held on August 30, 2011. The claimant participated personally. The employer participated by Ms. Holly Carter, Unemployment Insurance Specialist. Employer's Exhibits One, Two and Three were received into evidence.

ISSUE:

At issue is whether the claimant left employment with good cause attributable to the employer.

FINDINGS OF FACT:

Having considered the evidence in the record, the administrative law judge finds: James Herron was most recently employed by Advance Services from March 17, 2011 until July 5, 2011 when he quit the temporary assignment. Mr. Herron was assigned to work as a material handler at the Eaton Corporation and was paid by the hour.

Mr. Herron was assigned to work at the Eaton Corporation under a "match to hire" agreement. Under the terms of the agreement at the end of a specified period of time the client employer can make a determination whether to employ the temporary worker on a permanent full-time basis. If permanently hired on a full-time basis by the client employer, the temporary employees then become employees of the client employer and are eligible to receive a pay increase after 90 days of employment with the new employer.

Mr. Herron worked as a temporary material handler for Eaton Corporation. The client employer, however, elected not to hire Mr. Herron on a permanent full-time basis but to continue his temporary assignment. Mr. Herron elected to quit his employment at Eaton Corporation through Advance Services on July 5, 2011 because he was dissatisfied with Eaton Corporation's decision not to hire him permanently at that time, and because Mr. Herron believed that he had found new employment with another company. Mr. Herron informed Advance Services that he was quitting the Eaton Corporation assignment. The claimant however did not state his

availability for additional assignments indicating instead that he was going to be hired by another employer. The new employment did not materialize.

REASONING AND CONCLUSIONS OF LAW:

For the reasons that follow the administrative law judge concludes that the claimant left employment without good cause attributable to the employer.

Iowa Code section 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.

Iowa Code section 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. 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.

871 IAC 24.28(5) provides:

Voluntary quit requalifications and previously adjudicated voluntary quit issues.

(5) The claimant shall be eligible for benefits even though the claimant voluntarily quit if the claimant left for the sole purpose of accepting an offer of other or better employment, which the claimant did accept, and from which the claimant is separated, before or after having started the new employment.

In this matter the evidence in the record establishes that Mr. Herron chose to leave ongoing, temporary employment with Advance Services because he was dissatisfied because the client employer, Eaton Corporation, had decided not to hire him on a full-time permanent basis. The evidence establishes that ongoing employment continued to be available to Mr. Herron when he chose to leave. The evidence establishes that the claimant was not guaranteed an increase in pay as a temporary worker. Another primary motivation for the claimant's leaving his employment was his belief that he was going to be accepting new employment with a different company. The new employment did not materialize.

When hired by Advance Services Mr. Herron signed an agreement to contact Advance Services within three days of the ending of his temporary assignment to establish his availability for additional assignments with the company. Although Mr. Herron notified Advance Services that he had quit his assignment with Eaton Corporation, he did not provide notice of his availability, instead, the claimant stated that he was accepting employment with another company.

For the reasons stated herein, the administrative law judge concludes that the claimant voluntarily left his employment without good cause attributable to Advance Services. Unemployment insurance benefits are withheld until the claimant has worked in and been paid wages for insured work equal to ten times his weekly benefit amount and meets all other eligibility requirements.

DECISION:

The representative's decision dated August 3, 2011, reference 01, is affirmed. The claimant quit work without good cause attributable to the employer. Unemployment insurance benefits are withheld until the claimant has worked in and been paid wages for insured work equal to ten times his weekly benefit amount and meets all other eligibility requirements of Iowa law.

Terence P. Nice
Administrative Law Judge

Decision Dated and Mailed

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