

IOWA WORKFORCE DEVELOPMENT
Unemployment Insurance Appeals Section
1000 East Grand—Des Moines, Iowa 50319
DECISION OF THE ADMINISTRATIVE LAW JUDGE
68-0157 (7-97) – 3091078 - EI

BEVERLY A RUDY
58555 INDEPENDENCE
ATLANTIC IA 50022

ADVANCE SERVICES INC
% TALX UC EXPRESS
P O BOX 66864
ST LOUIS MO 63166-6864

Appeal Number: 04A-UI-08919-CT
OC: 07/04/04 R: 01
Claimant: Respondent (1)

This Decision Shall Become Final, unless within fifteen (15) days from the date below, you or any interested party appeal to the Employment Appeal Board by submitting either a signed letter or a signed written Notice of Appeal, directly to the **Employment Appeal Board, 4th Floor—Lucas Building, Des Moines, Iowa 50319.**

The appeal period will be extended to the next business day if the last day to appeal falls on a weekend or a legal holiday.

STATE CLEARLY

1. The name, address and social security number of the claimant.
2. A reference to the decision from which the appeal is taken.
3. That an appeal from such decision is being made and such appeal is signed.
4. The grounds upon which such appeal is based.

YOU MAY REPRESENT yourself in this appeal or you may obtain a lawyer or other interested party to do so provided there is no expense to Workforce Development. If you wish to be represented by a lawyer, you may obtain the services of either a private attorney or one whose services are paid for with public funds. It is important that you file your claim as directed, while this appeal is pending, to protect your continuing right to benefits.

(Administrative Law Judge)

(Decision Dated & Mailed)

Section 96.5(1)j – Temporary Employment

STATEMENT OF THE CASE:

Advance Services, Inc. filed an appeal from a representative's decision dated August 6, 2004, reference 03, which held that no disqualification would be imposed regarding Beverly Rudy's separation from employment. After due notice was issued, a hearing was held by telephone on September 14, 2004. Ms. Rudy participated personally. The employer participated by Brandie Maher, Account Coordinator. Exhibit One was admitted on the employer's behalf.

FINDINGS OF FACT:

Having heard the testimony of the witnesses and having reviewed all the evidence in the record, the administrative law judge finds: Ms. Rudy began accepting assignments through Advance Services, Inc., a temporary placement firm, on June 10, 2003. Her last assignment was with Glacier where she worked from February 16 until laid off on June 26, 2004. On July 14, Ms. Rudy was notified that she was to return to Glacier, which she did on July 19. During the interim between June 26 and July 14, there was no contact between Ms. Rudy and Advance Services, Inc.

On February 15, 2003, Ms. Rudy signed an Advance Services, Inc. document which advised that she was to call the employer within three days following the end of an assignment or she would be considered a voluntary quit. The document also contains information on the employer's injury, paycheck, conduct, substance abuse, and drug testing policies.

REASONING AND CONCLUSIONS OF LAW:

At issue in this matter is whether Ms. Rudy was separated from employment for any disqualifying reason. She was hired for placement in temporary work assignments. An individual so employed is not required to continue seeking work through the temporary firm once she completes her last assignment and a failure to do so is not considered a voluntary quit. See 871 IAC 24.26(19). However, an individual so employed is required to seek reassignment if the provisions of Iowa Code Section 96.5(1)j have been satisfied. This section requires the temporary placement firm to give written notice of the need to seek reassignment within three working days following the end of an assignment. The law provides that such notice must be in a document separate from any other terms of the employment. The document signed by Ms. Rudy on February 15, 2003 does not satisfy the legal requirements because it contains information on other policies effecting the employment. Because the document signed by Ms. Rudy does not meet the requirements of Section 96.5(1)j, it cannot serve as a basis for disqualification from job insurance benefits. Moreover, it is clear that Advance Services, Inc. did not consider Ms. Rudy to have voluntarily quit pursuant to its policy as it contacted her for a return to her prior assignment even though she had not made the required contact.

After considering all of the evidence, the administrative law judge concludes that Ms. Rudy was separated from employment on June 26, 2004 for no disqualifying reason. Accordingly, benefits are allowed.

DECISION:

The representative's decision dated August 6, 2004, reference 03, is hereby affirmed. Ms. Rudy was separated from employment for no disqualifying reason. Benefits are allowed, provided she satisfies all other conditions of eligibility.

cfc/