

**IOWA WORKFORCE DEVELOPMENT
UNEMPLOYMENT INSURANCE APPEALS**

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

JARED J WILMETH
Claimant

APPEAL NO. 07A-UI-02379-HT

**ADMINISTRATIVE LAW JUDGE
DECISION**

ADVANCE SERVICES INC
Employer

**OC: 09/24/06 R: 03
Claimant: Respondent (1)**

Section 96.5(1)j – Quit/ Temporary

STATEMENT OF THE CASE:

The employer, Advance Services, filed an appeal from a decision dated February 26, 2007, reference 01. The decision allowed benefits to the claimant, Jared Wilmeth. After due notice was issued a hearing was held by telephone conference call on March 26, 2007. The claimant participated on his own behalf. The employer participated by Office Manager Brandi McFarland.

ISSUE:

The issue is whether the claimant quit work with good cause attributable to the employer.

FINDINGS OF FACT:

Jared Wilmeth was employed by Advance Services from September 8, 2005 until January 23, 2007. His last assignment began on October 4, 2006, at Cardinal Glass, and it ended with a lay off on January 23, 2007. The next day the claimant contacted the employer's Creston office and spoke with Lori Singer to confirm he had been laid off then asked if there was any other assignment available at that time and she said there was not.

REASONING AND CONCLUSIONS OF LAW:

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.

The claimant's assignment ended because the work was done at the client's business. He properly notified the employer the assignment was over and asked for more work. Under the provisions of the above Administrative Code section this is not a voluntary quit and disqualification may not be imposed.

DECISION:

The representative's decision of February 26, 2007, reference 01, is affirmed. Jared Wilmeth is qualified for benefits, provided he is otherwise eligible.

Bonny G. Hendricksmeier
Administrative Law Judge

Decision Dated and Mailed

bgh/pjs