

**IOWA WORKFORCE DEVELOPMENT
UNEMPLOYMENT INSURANCE APPEALS**

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

AMY M HAMMONS

Claimant

APPEAL NO. 06A-UI-10798-CT

**ADMINISTRATIVE LAW JUDGE
DECISION**

ADVANCE SERVICES INC

Employer

**OC: 09/17/06 R: 03
Claimant: Respondent (1)**

Section 96.5(1)j – Temporary Employment

STATEMENT OF THE CASE:

Advance Services, Inc. filed an appeal from a representative's decision dated October 26, 2006, reference 02, which held that no disqualification would be imposed regarding Amy Hammons' separation from employment. After due notice was issued, a hearing was held by telephone on November 27, 2006. Ms. Hammons participated personally. The employer participated by Laurie Ettinger, Human Resources Coordinator, and was represented by Beverly Lamb of TALX UCM Services, Inc. Exhibit One was admitted on the employer's behalf.

ISSUE:

At issue in this matter is whether Ms. Hammons was separated from employment for any disqualifying reason.

FINDINGS OF FACT:

Having heard the testimony of the witnesses and having reviewed all of the evidence in the record, the administrative law judge finds: Ms. Hammons began working through Advance Services, Inc., a temporary placement firm, on January 11, 2006. She was assigned to work full time at Cardinal Glass and last worked on September 21, 2006. Ms. Hammons went to the Advance Services, Inc. office on September 22 to get her paycheck. She was told that the assignment with Cardinal Glass was over and that she was on the rehire list for future work with Cardinal Glass. The employer did not offer her any further work on September 22.

At the time of hire, Ms. Hammons signed a document which indicated she had to call Advance Services, Inc. within three working days after the end of an assignment or she would be considered a voluntary quit. The employer did not have further contact with Ms. Hammons after September 22, 2006.

REASONING AND CONCLUSIONS OF LAW:

Ms. Hammons was hired for placement in temporary work assignments. An individual so employed must complete the last assignment in order to avoid the voluntary quit provisions of the law. See 871 IAC 24.26(19). Ms. Hammons completed her work assignment with Cardinal

Glass. The issue then becomes whether she sought reassignment within the meaning of Iowa Code section 96.5(1)j.

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.

Pursuant to the statute, an individual is deemed to have voluntarily quit if she does not notify the temporary placement firm that her assignment has been completed. In the case at hand, both parties knew on September 22 that Ms. Hammons' assignment with Cardinal Glass had concluded. In fact, it was the employer who notified Ms. Hammons that the assignment was completed. Therefore, there would have been no point in Ms. Hammons giving the notice required by the statute. The purpose of the statute is to give the employer notice that the temporary employee is available for other assignments due to the completion of the prior assignment.

Inasmuch as Advance Services, Inc. had notice of the completion of Ms. Hammons assignment within three working days of when she last worked, there is no basis for disqualification. Accordingly, benefits are allowed.

DECISION:

The representative's decision dated October 26, 2006, reference 02, is hereby affirmed. Ms. Hammons was separated from Advance Services, Inc. for no disqualifying reason. Benefits are allowed, provided she satisfies all other conditions of eligibility.

Carolyn F. Coleman
Administrative Law Judge

Decision Dated and Mailed

cfc/pjs