

**IOWA WORKFORCE DEVELOPMENT
UNEMPLOYMENT INSURANCE APPEALS**

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

CAROLINA B WILLOUGHBY
Claimant

APPEAL NO. 11A-UI-13815-AT

**ADMINISTRATIVE LAW JUDGE
DECISION**

ADVANCE SERVICES INC
Employer

OC: 09/25/11
Claimant: Respondent (1)

Section 96.5-1-j – Voluntary Quit from Temporary Employment

STATEMENT OF THE CASE:

Advance Services, Inc. filed a timely appeal from an unemployment insurance decision dated October 14, 2011, reference 01, that allowed benefits to Carolina B. Willoughby. After due notice was issued, a telephone hearing was held November 15, 2011 with Ms. Willoughby participating. Unemployment Specialist Holly Carter participated for the employer.

ISSUE:

Did the claimant leave work with good cause attributable to the employer?

FINDINGS OF FACT:

Carolina B. Willoughby was employed by Advance Services, Inc. on assignment at Pella Corporation from August 1, 2011 through September 23, 2011. Approximately two weeks before the end of the assignment, Advance Services, Inc. notified Ms. Willoughby and her coworkers that the assignment was about to end. Ms. Willoughby began conversations with Manager Amy Roefer about the possibility of further assignments. She last spoke with Ms. Roefer at a potluck on or about September 23, 2011. Ms. Roefer told Ms. Willoughby that she was not aware of any further assignments at that time. Ms. Willoughby next contacted Advance Services on October 3, 2011. Ms. Willoughby knew that she needed to contact the company to seek reassignment.

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 evidence in this record establishes that Ms. Willoughby initiated a dialog with Advance Services prior to the end of her assignment at Pella Corporation and maintained the dialog up to the very last day of the assignment. The evidence establishes that the company's consistent information to Ms. Willoughby was that there was no further work available at that time. This dialog establishes good cause for not making a formal contact with the company within three working days after the actual end of the assignment. Benefits are allowed.

DECISION:

The unemployment insurance decision dated October 14, 2011, reference 01, is affirmed. The claimant is entitled to receive unemployment insurance benefits, provided she is otherwise eligible.

Dan Anderson
Administrative Law Judge

Decision Dated and Mailed

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