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

TIMOTHY M LONG
Claimant

APPEAL NO. 07A-UI-04225-DWT

**ADMINISTRATIVE LAW JUDGE
DECISION**

ALL IN A DAY LLC
Employer

**OC: 03/25/07   R: 01
Claimant: Respondent (1)**

Section 96.5-2-a – Nondisqualifying Separation

STATEMENT OF THE CASE:

All In A Day LLC (employer) appealed a representative's April 20, 2007 decision (reference 01) that concluded Timothy M. Long (claimant) was qualified to receive unemployment insurance benefits, and the employer's account was not subject to charge because the claimant had been laid off for lack of work. After hearing notices were mailed to the parties' last-known addresses of record, a telephone hearing was held on May 10, 2007. The claimant failed to respond to the hearing notice by contacting the Appeals Section prior to the hearing and providing the phone number at which he could be contacted to participate in the hearing. As a result, no one represented the claimant. Syd Hall appeared on the employer's behalf. Based on the evidence, the arguments of the parties, and the law, the administrative law judge enters the following findings of fact, reasoning and conclusions of law, and decision.

ISSUES:

Did the claimant voluntarily quit his employment for reasons that qualify him to receive unemployment insurance benefits, or did the employer discharge him for work-connected misconduct?

Is the employer's account subject to charge?

FINDINGS OF FACT:

The claimant started working at various assignments for the employer in 2000. The employer is a temporary staffing firm that assigns people to one-day jobs. Most recently, the employer assigned the claimant to a job at Palmer Candy on November 22, 2006. This client has people work one-day assignments as a trial to determine if the person would make a good employee. Palmer Candy only had a one day of work for the claimant. Even though the employer did not assign the claimant to another job, he obtained another job through Rudy Salem.

Rudy Salem, is also a employment firm, that is operated by the same management team as the employer. Both businesses are located in the same building. For unemployment insurance purposes, the two businesses have separate accounts. Rudy Salem assigns people to longer term jobs than the employer.

The claimant established a claim for unemployment insurance benefits during the week of March 25, 2007.

REASONING AND CONCLUSIONS OF LAW:

A claimant is not qualified to receive unemployment insurance benefits if he voluntarily quits employment without good cause, or an employer discharges him for reasons constituting work-connected misconduct. Iowa Code § 96.5-1, 2-a. The facts establish that the claimant's employment with the employer ended on November 22, 2006, because the claimant finished his job assignment and the employer did not have another job to assign to him. Even though Rudy Salem then assigned the claimant a job, the reason for the employment separation from the employer occurred because the employer did not have another job to assign the claimant. As a result, the claimant did not voluntarily quit his employment and the employer did not discharge him for work-connected misconduct. This means the reasons for the claimant's employment separation are for nondisqualifying reasons.

An employer's account is relieved from charge if a claimant voluntarily quits employment without good cause or he is discharged for work-connected misconduct. Iowa Code § 96.7-2-(a)(2). The employer's account cannot be relieved from charge in this case.

DECISION:

The representative's April 20, 2007 decision (reference 01) is affirmed. On November 22, 2006, the claimant finished a job assignment and the employer did not have another job to assign to him. Under these facts, the employer initiated the employment separation for nondisqualifying reasons. Since the claimant did not voluntarily quit and the employer did not discharge him for work-connected misconduct, the employer's account may be charged for benefits paid to the claimant.

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Debra L. Wise
Administrative Law Judge

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Decision Dated and Mailed

dlw/css