

**IOWA WORKFORCE DEVELOPMENT  
UNEMPLOYMENT INSURANCE APPEALS**

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

**CLIFFORD L PIERCE**  
Claimant

**APPEAL NO. 09A-UI-15164-CT**

**ADMINISTRATIVE LAW JUDGE  
DECISION**

**ADVANCE SERVICES INC**  
Employer

**OC: 07/19/09**  
**Claimant: Appellant (2)**

Section 96.5(1)j – Temporary Employment

**STATEMENT OF THE CASE:**

Clifford Pierce filed an appeal from a representative's decision dated October 5, 2009, reference 05, which denied benefits based on his separation from Advance Services, Inc. After due notice was issued, a hearing was held by telephone on November 9, 2009. Mr. Pierce participated personally. The employer participated by Jackie Finkral, Retention Coordinator. Exhibits One and Two were admitted on the employer's behalf.

**ISSUE:**

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

**FINDINGS OF FACT:**

Having heard the testimony and having reviewed all of the evidence in the record, the administrative law judge finds: Mr. Pierce was employed by Advance Services, Inc., a temporary placement firm, from August 4 until September 4, 2009. He was assigned to work full time for Palmer Candy. He was released from the assignment because of his work place and because he was approximately 30 minutes late reporting to work on September 4.

A representative of Advance Services, Inc. notified Mr. Pierce on September 4 that he was not to return to the assignment. At that time, he asked about the availability of other work but none was available. He did not contact Advance Services, Inc. again until October 5, at which time there was still no work available.

**REASONING AND CONCLUSIONS OF LAW:**

Mr. Pierce was hired for placement in temporary work assignments. An individual so employed must complete his last assignment in order to avoid the voluntary quit provisions of the law. See 871 IAC 24.26(19), (22). Mr. Pierce completed his assignment with Palmer Candy as he worked until removed from the assignment. Although he was removed from the assignment, the evidence failed to establish that his removal was due to misconduct. He was only late on one occasion and, therefore excessive unexcused absenteeism was not established. The employer

presented evidence suggesting that Mr. Pierce refused to pick up his pace because of low wages. However, the employer's second-hand hearsay evidence was not sufficient to overcome Mr. Pierce's sworn denial of having made the comment attributed to him.

Mr. Pierce sought reassignment immediately after being notified that his assignment with Palmer Candy was over. For the above reasons, it is concluded that he is entitled to job insurance benefits as he sought reassignment within three working days of the end of his assignment. See Iowa Code section 96.5(1)j.

**DECISION:**

The representative's decision dated October 5, 2009, reference 05, is hereby reversed. Mr. Pierce was separated from Advance Services, Inc. on September 4, 2009 for no disqualifying reason. Benefits are allowed, provided he is otherwise eligible.

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Carolyn F. Coleman  
Administrative Law Judge

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Decision Dated and Mailed

cfc/pjs