

**IOWA WORKFORCE DEVELOPMENT
UNEMPLOYMENT INSURANCE APPEALS**

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

DAREN D PRYOR

Claimant

APPEAL NO: 15A-UI-00784-DT

**ADMINISTRATIVE LAW JUDGE
DECISION**

ADVANCE SERVICES INC

Employer

OC: 04/06/14

Claimant: Appellant (2)

Section 96.5-1-j – Temporary Employment
871 IAC 24.26(15) – Temporary Employment

STATEMENT OF THE CASE:

Daren D. Pryor (claimant) appealed a representative's January 9, 2015 (reference 03) decision that concluded he was not qualified to receive unemployment insurance benefits after a separation from employment from Advance Services, Inc. (employer). After hearing notices were mailed to the parties' last-known addresses of record, a telephone hearing was held on February 12, 2015. This appeal was consolidated for hearing with related Appeal No. 15A-UI-00785-DT. The claimant participated in the hearing. Steve Volle appeared on the employer's behalf. During the hearing, Employer's Exhibit One was entered into evidence. 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.

ISSUE:

Was there a disqualifying separation from employment?

FINDINGS OF FACT:

The employer is a temporary staffing agency. After a prior period of employment with the employer, the claimant most recently began an assignment through the employer on June 18, 2014. He worked full time as warehouse worker at the employer's Hedrick, Iowa business client through December 4, 2014. On December 4 the claimant had an accident while operating a forklift. He finished his work shift that day but that evening the employer's on-site representative called him and advised him not to report for work the next day, which he was being taken off the position driving the forklift but that the business client was determining if there was another position to which it could transfer the claimant. On December 5 the on-site representative called the claimant and informed him that he was being terminated from the assignment.

The employer asserted that the claimant did not separately contact the employer within three days of the end of the assignment as required by the employer's policies to avoid being considered to be a voluntary quit. However, on December 5 the claimant contacted one of the employer's representative's in Pella, Iowa to inquire whether there was work available through that office, but was told there was not.

REASONING AND CONCLUSIONS OF LAW:

The essential question in this case is whether there was a disqualifying separation from employment.

An employee of a temporary employment firm who has been given proper notice of the requirement can be deemed to have voluntarily quit his employment with the employer if he fails to contact the employer within three business days of the ending of the assignment in order to notify the employer of the ending of the assignment and to seek reassignment. Iowa Code § 96.5-1-j, Rule 871 IAC 24.26(15). The intent of the statute is to avoid situations where a temporary assignment has ended and the claimant is unemployed, but the employer is unaware that the claimant is not working could have been offered an available new assignment to avoid any liability for unemployment insurance benefits.

The claimant did seek reassignment with the employer the same day that he was informed that the Hedrick assignment had been ended. The claimant is not required by the statute to remain in regular periodic contact with the employer in order to remain “able and available” for work for purposes of unemployment insurance benefit eligibility. Regardless of whether the claimant continued to seek a new assignment, the separation itself is deemed to be completion of temporary assignment and not a voluntary leaving; a refusal of an offer of a new assignment would be a separate potentially disqualifying issue. Benefits are allowed, if the claimant is otherwise eligible.

DECISION:

The representative's January 9, 2015 (reference 03) decision is reversed. The claimant's separation was not a voluntary quit but was the completion of a temporary assignment. The claimant is qualified to receive unemployment insurance benefits, if he is otherwise eligible.

Lynette A. F. Donner
Administrative Law Judge

Decision Dated and Mailed

ld/can