

**IOWA WORKFORCE DEVELOPMENT
UNEMPLOYMENT INSURANCE APPEALS**

68-0157 (9-06) - 3091078 - EI	
CHRISTOPHER W BASLER Claimant EXPRESS SERVICES INC Employer	APPEAL NO. 07A-UI-08526-S2T ADMINISTRATIVE LAW JUDGE DECISION OC: 10/01/06 R: 03 Claimant: Respondent (1-R)

Section 96.5-1-j – Separation from Temporary Employer

STATEMENT OF THE CASE:

Express Services (employer) appealed a representative's August 30, 2007 decision (reference 02) that concluded Christopher Basler (claimant) was eligible to receive unemployment insurance benefits based on his separation from work. After hearing notices were mailed to the parties' last-known addresses of record, a telephone hearing was held on September 19, 2007. The claimant participated personally. The employer participated by Rhonda Hall, Staffing Consultant.

ISSUE:

The issue is whether the claimant was separated from employment for any disqualifying reason.

FINDINGS OF FACT:

The administrative law judge, having heard the testimony and having considered all of the evidence in the record, finds that: The employer is a temporary employment service. The claimant performed services from March 7, through July 27, 2007. On March 5, 2007, he signed a document indicating that he was to contact the employer within three days following the completion of an assignment to request placement in a new assignment. The claimant completed his last assignment on July 27, 2007. On July 27, 2007, the claimant refused an offer of work in order to look for work in the field of social work.

REASONING AND CONCLUSIONS OF LAW:

The administrative law judge finds the claimant was not separated from the employer for any disqualifying reason.

871 IAC 24.26(19) provides:

Voluntary quit with good cause attributable to the employer and separations not considered to be voluntary quits. The following are reasons for a claimant leaving employment with good cause attributable to the employer:

(19) The claimant was employed on a temporary basis for assignment to spot jobs or casual labor work and fulfilled the contract of hire when each of the jobs was completed. An election not to report for a new assignment to work shall not be construed as a voluntary leaving of employment. The issue of a refusal of an offer of suitable work shall be adjudicated when an offer of work is made by the former employer. The provisions of Iowa Code section 96.5(3) and rule 24.24(96) are controlling in the determination of suitability of work. However, this subrule shall not apply to substitute school employees who are subject to the provisions of Iowa Code section 96.4(5) which denies benefits that are based on service in an educational institution when the individual declines or refuses to accept a new contract or reasonable assurance of continued employment status. Under this circumstance, the substitute school employee shall be considered to have voluntarily quit employment.

If a claimant fulfills his contract for hire after working on a temporary basis, he is eligible to receive unemployment insurance benefits. The claimant fulfilled his contract for temporary work. Benefits are allowed.

The issues of whether the claimant was offered suitable work and whether he was able and available for work are remanded for determination.

DECISION:

The representative's August 30, 2007 decision (reference 02) is affirmed. The claimant is eligible to receive unemployment insurance benefits. The issues of whether the claimant was offered suitable work and whether he was able and available for work are remanded for determination.

Beth A. Scheetz
Administrative Law Judge

Decision Dated and Mailed

bas/kjw