

**IOWA WORKFORCE DEVELOPMENT  
UNEMPLOYMENT INSURANCE APPEALS**

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

**DAVID R BOWEN**

Claimant

**APPEAL NO: 13A-UI-05623-DWT**

**ADMINISTRATIVE LAW JUDGE  
DECISION**

**ADVANCE SERVICES INC**

Employer

**OC: 04/07/13**

**Claimant: Respondent (1)**

Iowa Code § 96.5(1)j – Voluntary Quit Temporary Employment Firm

**PROCEDURAL STATEMENT OF THE CASE:**

The employer appealed a representative's May 9, 2013 determination (reference 03) that held the claimant qualified to receive benefits and the employer's account subject to charge because the claimant's employment separation occurred for nondisqualifying reasons. The claimant participated in the hearing. Michael Payne appeared on the employer's behalf. During the hearing, Employer Exhibits One and Two were offered and admitted as evidence. Based on the evidence, the arguments of the parties, and the law, the administrative law judge concludes the claimant is qualified to receive benefits.

**ISSUE:**

Did the claimant voluntarily quit his employment for reasons that do not qualify him to receive benefits, or did the employer discharge him for work-connected misconduct?

**FINDINGS OF FACT:**

The claimant registered to work for the employer's clients in early September 2012. When the claimant registered to work for the employer, he signed the employer's assignment policy that indicated he was to contact the employer within three days for another assignment when he completed an assignment. (Employer Exhibit Two.) The employer, a temporary staffing firm, assigned the claimant to work at Pioneer Seed as a soy bean technician in September 2012.

On April 5, 2013, the claimant and Steff Gursky, the on-site supervisor, again signed a document informing the claimant he was to contact the employer within three days of completing an assignment for another assignment. (Employer Exhibit One.) Steff Gursky informed the claimant on April 12, 2013, that his assignment at Pioneer Seed had ended. The claimant asked her why this assignment had ended and if there was another job at Pioneer Seed for him. The claimant learned Pioneer Seed did not have another job for him.

The claimant made a number of calls to find out why his assignment at Pioneer Seed ended. Although another employee, B., reported the claimant did not contact her until April 23 for another job, the claimant called her on April 15 and 17 for another job and to find out why he could no longer work at Pioneer Seed. The claimant was frustrated when the employer would

not tell him why his assignment had ended. Payne finally told him on April 23 that Pioneer did not want him and he needed to contact B. for another job. Steff Gursky was only responsible for jobs at Pioneer Seed.

#### **REASONING AND CONCLUSIONS OF LAW:**

A claimant is not qualified to receive unemployment insurance benefits if he voluntarily quits employment without good cause attributable to the employer, or an employer discharges him for reasons constituting work-connected misconduct. Iowa Code §§ 96.5(1), (2)a. A claimant, who is a temporary employee of a temporary employment firm, may be disqualified from receiving unemployment insurance benefits if he does not notify the temporary employment firm within three working days after completing the job assignment in an attempt to obtain another job assignment. To be disqualified from receiving benefits, at the time of hire the employer must advise in writing about the three-day notification rule and that a claimant may be disqualified from receiving unemployment insurance benefits if he fails to timely notify the employer a job has been completed. Iowa Code § 96.5(1)j.

The employer's on-site supervisor, Steff Gursky, informed the claimant on April 12 that his assignment at Pioneer Seed was done. The claimant wanted to know why he no longer had a job at Pioneer Seed and he did not get an answer until April 23. The claimant also asked Steff Gursky if there was another job at Pioneer Seed for him. There was not another job for him because Pioneer Seed no longer wanted the claimant to work at its facility.

The evidence establishes the claimant made numerous calls between April 12 and 23 to find out why his assignment ended. The employer asserted the first time the claimant contacted the "proper representative" to ask for another assignment occurred on April 23 or 26. The claimant asserted he contacted the proper representative, B., on April 15 and 17 to ask not only why his assignment ended but also asked about another job assignment. The employer did not have another assignment for him then or on April 23 or 26.

The employer's reliance on computer records generated by other employees is not as credible as the claimant's testimony. Since the undisputed testimony establishes the claimant made a number of calls to find out why his assignment ended, the employer knew or should have known the claimant wanted employment even if he did not contact the "proper representative" to achieve this goal. Steff Gursky knew the claimant wanted to work, but could not assign him to another job at Pioneer Seed even if there had been an open position. The evidence establishes the claimant conveyed to a number of the employer's representatives that he wanted to work, but did not say the right words during these calls. Under the facts of this case, the claimant made reasonable attempts to continue working but, the employer did not have another job to assign to him. Therefore, the claimant is qualified to receive benefits.

**DECISION:**

The representative's May 9, 2013 determination (reference 03) is affirmed. When the claimant's assignment at the employer's client, Pioneer Seed, ended on April 12, the claimant tried not only to find out why it ended but also made timely and reasonable attempts to be assigned to another job. The claimant's April 12, 2013 employment separation does not disqualify him from receiving benefits. As of April 7, the claimant is qualified to receive benefits, provided he meets all other eligibility requirements. The employer's account is subject to charge.

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Debra L. Wise  
Administrative Law Judge

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Decision Dated and Mailed

dlw/pjs