

**IOWA WORKFORCE DEVELOPMENT
UNEMPLOYMENT INSURANCE APPEALS**

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

TADEUSZ T TRZESNIEWSKI
Claimant

APPEAL NO: 10A-UI-03282-DT

**ADMINISTRATIVE LAW JUDGE
DECISION**

INTELISTAF HEALTHCARE INC
Employer

OC: 01/03/10

Claimant: Respondent (1)

871 IAC 24.26(22) – Temporary Employment

STATEMENT OF THE CASE:

Intelistaf Healthcare, Inc. (employer) appealed a representative's February 17, 2010 decision (reference 01) that concluded Tadeusz T. Trzesniewski (claimant) was qualified to receive unemployment insurance benefits. After hearing notices were mailed to the parties' last-known addresses of record, a telephone hearing was held on April 14, 2010. The claimant participated in the hearing. Tom Kuiper of TALX Employer Services appeared on the employer's behalf and presented testimony from one witness, Lisa Han. 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 either through a voluntary quit without good cause attributable to the employer or through a discharge for misconduct?

FINDINGS OF FACT:

The claimant started working for the employer on October 24, 2007. He worked assignments as a licensed practical nurse (LPN) for the employer's medical staffing business. The majority of his assignments, particularly in the past year, were for a particular medical facility in Knoxville, Iowa, where he typically worked full time hours; his schedules for this work was usually set up in advance covering a larger block of time. However, he also occasionally worked on a fill-in basis on single-shift assignments. The usual arrangement was that the employer would contact the claimant to offer him an assignment.

The claimant's last day of work was August 22, 2009. This was a single-shift assignment to work from 12:00 a.m. to 8:00 a.m. at the Knoxville client. The claimant worked and completed this shift and assignment. After that date no further assignments were offered to him. He learned that most of the functions of the Knoxville facility had been transferred to another facility in Des Moines which did not have as much need for supplemental staffing.

The claimant had been contacted by another branch of the employer's business about the likelihood of there being more work available in Las Vegas, Nevada. When the claimant had not

been contacted by the employer for any additional work by September 12, he left Iowa and relocated to Nevada. On September 15 he contacted the employer and advised that he was no longer available for work in Iowa as he had relocated.

REASONING AND CONCLUSIONS OF LAW:

A claimant is not eligible for unemployment insurance benefits if he quit the employment without good cause attributable to the employer or was discharged for work-connected misconduct. Where a claimant is hired for a specific period of time and completes the contract of hire by working until this specific period of time has lapsed, the separation is treated as a voluntary quit with good cause attributable to the employer, and does not result in a disqualification to the claimant. 871 IAC 24.26(22).

Here, the employer did hire the claimant on a temporary basis for a specific period of time. The claimant completed the contract of hire by working until that time had elapsed. Eligibility for unemployment insurance benefits is not conditioned on whether the employment was permanent or temporary. When further work was not immediately available to him after August 22, he was not required to remain constantly available for work with the employer in Iowa. Informing the employer of his move after the fact does not change the separation from being the completion of the assignment to a voluntary quit to relocate. Benefits are allowed, if the claimant is otherwise eligible.

DECISION:

The representative's February 17, 2010 decision (reference 01) is affirmed. The claimant's separation was not a voluntary quit but was the completion of a temporary contract of hire. 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/pjs