

**IOWA WORKFORCE DEVELOPMENT  
UNEMPLOYMENT INSURANCE APPEALS**

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

**DANIEL GALLEGOS**

Claimant

**APPEAL NO: 12A-UI-14937-DT**

**ADMINISTRATIVE LAW JUDGE  
DECISION**

**ADVANCE SERVICES INC**

Employer

**OC: 11/10/12**

**Claimant: Respondent (1)**

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

**STATEMENT OF THE CASE:**

Advance Services, Inc. (employer) appealed a representative's December 17, 2012 decision (reference 01) that concluded Daniel Gallegos (claimant) was qualified to receive unemployment insurance benefits after a separation from employment. After hearing notices were mailed to the parties' last-known addresses of record, a telephone hearing was held on January 28, 2013. The claimant participated in the hearing. Mike Payne appeared on the employer's behalf. Blanca Gadlow served as interpreter. 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. The claimant began taking assignments through the employer on or about August 28, 2006. His most recent assignment began on July 10, 2012. He worked full time as a general laborer at the employer's Slater, Iowa business client through November 9, 2012. The assignment ended that date because the business client deemed the assignment to be completed. The business client informed the employer of the completion of the assignment on that date, and the employer's on-site representative informed the claimant at the end of the work day on November 9, which was a Friday. The claimant did

**REASONING AND CONCLUSIONS OF LAW:**

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 "working 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. 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 employer asserts that since its business client and its office were working on weekend days in November, the claimant's obligation to seek reassignment was to do so by Monday, November 11. The rule defines "working days" as "the normal days in which the employer is open for business." 871 IAC 24.26(15)d. The employer has not established that it was normally open on the weekends, or even that its office was in fact open on the weekend of November 10 and November 11. The claimant reasonably relied upon his understanding that he would be in compliance if he sought reassignment by Wednesday, November 14.

Regardless of whether the claimant continues 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 December 17, 2012 decision (reference 01) is affirmed. 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/tll