

**IOWA WORKFORCE DEVELOPMENT
UNEMPLOYMENT INSURANCE APPEALS**

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

CHRISTOPHER D HIGH
Claimant

APPEAL NO. 15A-UI-02088-JTT

**ADMINISTRATIVE LAW JUDGE
DECISION**

MANPOWER INC OF DES MOINES
Employer

OC: 01/11/15
Claimant: Appellant (2)

Iowa Code Section 96.5(1)(j) – Separation From Temporary Employment

STATEMENT OF THE CASE:

Christopher High filed a timely appeal from the February 5, 2015, reference 01, decision that disqualified him for benefits and that relieved the employer of liability for benefits, based on an Agency conclusion that the claimant had voluntarily quit on November 13, 2014 without good cause attributable to the employer. After due notice was issued, a hearing was held on March 16, 2015. Mr. High participated. Jenna Scott, Staffing Specialist, represented the employer. Exhibits One through Five were received into evidence.

ISSUE:

Whether the claimant's separation from the temporary employment agency was for good cause attributable to the employer.

FINDINGS OF FACT:

Having reviewed all of the evidence in the record, the administrative law judge finds: The claimant began his employment with Manpower in June 2014 and performed work in a single, full-time, temp-to-hire work assignment at Cedar Creek. The assignment started in June 2014. The claimant was assigned to the second shift. The work hours were 5:00 p.m. to 3:00 a.m., Monday through Friday, with some weekend overtime work. The claimant's supervisors in the assignment were Dillon Moon, Second Shift Supervisor, and Clint Moon, First Shift Supervisor. Manpower Staffing Specialist Lacey DeVries was the Manpower representative for tracking the claimant's work in the assignment. Manpower's primary contact at Cedar Creek is Scott Messamaker, Manager. The claimant completed the assignment on November 13, 2014 when Cedar Creek no longer had work available on the second shift. Clint Moon notified the claimant that there was no more work available on the second shift but that there was work available on the first shift. The claimant did not accept a first shift position due to his status as a college student. The claimant asked Clint Moon what he should do in connection with the assignment coming to an end. Clint Moon told the claimant to apply for unemployment insurance benefits. The claimant did not contact his actual employer, Manpower, in connection with the assignment coming to an end and did not make further contact with Manpower.

When the claimant started his employment with Manpower, the employer had the claimant sign a number of policy documents that referenced a requirement that the claimant contact Manpower no later than three working days after the end of an assignment to or be deemed to have voluntarily quit and risk being disqualified for unemployment insurance benefits. One of the policy documents the employer had the claimant sign was a stand-alone "Manpower Contact Policy for Assignment Availability." The document provided a reasonably clear and concise statement of the end-of-assignment notification requirement. While the employer asserts, without having had contact with the claimant during the employment and without personal knowledge of the employment, that the claimant received a copy of the end-of-assignment notification policy, the claimant does not recall receiving a copy of the policy. The claimant's signature on the policy is not an acknowledgment of receipt of the policy, but is instead only acknowledgment of the policy itself.

REASONING AND CONCLUSIONS OF LAW:

Iowa Code § 96.5-1-j provides:

An individual shall be disqualified for benefits:

1. Voluntary quitting. If the individual has left work voluntarily without good cause attributable to the individual's employer, if so found by the department, but the individual shall not be disqualified if the department finds that:

j. The individual is a temporary employee of a temporary employment firm who notifies the temporary employment firm of completion of an employment assignment and who seeks reassignment. Failure of the individual to notify the temporary employment firm of completion of an employment assignment within three working days of the completion of each employment assignment under a contract of hire shall be deemed a voluntary quit unless the individual was not advised in writing of the duty to notify the temporary employment firm upon completion of an employment assignment or the individual had good cause for not contacting the temporary employment firm within three working days and notified the firm at the first reasonable opportunity thereafter.

To show that the employee was advised in writing of the notification requirement of this paragraph, the temporary employment firm shall advise the temporary employee by requiring the temporary employee, at the time of employment with the temporary employment firm, to read and sign a document that provides a clear and concise explanation of the notification requirement and the consequences of a failure to notify. The document shall be separate from any contract of employment and a copy of the signed document shall be provided to the temporary employee.

For the purposes of this paragraph:

(1) "Temporary employee" means an individual who is employed by a temporary employment firm to provide services to clients to supplement their work force during absences, seasonal workloads, temporary skill or labor market shortages, and for special assignments and projects.

(2) "Temporary employment firm" means a person engaged in the business of employing temporary employees.

Iowa Admin. Code r. 871-24.26(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.

The claimant completed the assignment on November 13, 2014. The claimant did not make further contact with the employer to request a new assignment. The employer had an end-of-assignment policy that complied with the requirements of the statute. However, the employer has presented insufficient evidence to establish that the claimant was indeed provided with a copy of the end-of-assignment policy that he signed. Accordingly, the evidence fails to establish compliance with the notice requirement set forth in the statute and the employer cannot claim the benefit of the statute to disqualify the claimant for unemployment insurance benefits based on the failure to contact the employer for additional assignments. In the absence of proof that the employer had provided the claimant with a copy of the stand-alone end-of-assignment notification requirement he signed, the claimant would have fulfilled his contract of hire by completing the assignment on November 13, 2014 and would be under no further obligation to seek work through Manpower. Based on the evidence in the record and application of the appropriate law, the administrative law judge concludes that the claimant's November 13, 2014, separation from the temporary employment agency was for good cause attributable to the temporary employment agency. The claimant is eligible for benefits, provided he is otherwise eligible. The employer's account may be charged.

DECISION:

The February 5, 2015, reference 01, decision is reversed. The claimant's November 13, 2014 separation from the temporary employment agency was for good cause attributable to the temporary employment agency. The claimant is eligible for benefits, provided she is otherwise eligible. The employer's account may be charged for benefits paid to the claimant.

James E. Timberland
Administrative Law Judge

Decision Dated and Mailed

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