

**IOWA WORKFORCE DEVELOPMENT
UNEMPLOYMENT INSURANCE APPEALS**

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

JONATHAN C GRAY
Claimant

APPEAL NO. 09A-UI-01527-CT

**ADMINISTRATIVE LAW JUDGE
DECISION**

MANPOWER TEMPORARY SERVICES
Employer

OC: 11/23/08 R: 01
Claimant: Respondent (2-R)

Section 96.5(1)j – Temporary Employment

STATEMENT OF THE CASE:

Manpower Temporary Services filed an appeal from a representative's decision dated January 23, 2009, reference 03, which held that no disqualification would be imposed regarding Jonathan Gray's separation from employment. After due notice was issued, a hearing was held by telephone on February 19, 2009. Mr. Gray participated personally. The employer participated by Heidi Pringle, Staffing Specialist.

ISSUE:

At issue in this matter is whether Mr. Gray was separated from employment for any disqualifying reason.

FINDINGS OF FACT:

Having heard the testimony of the witnesses and having reviewed all of the evidence in the record, the administrative law judge finds: Mr. Gray worked for Manpower from February 17 until December 12, 2008. He was at all times working full time for NSK Corporation. He was told on December 10 that December 19 would be the last day of work on the assignment.

On December 14, Mr. Gray notified NSK that he would be gone all week because his brother-in-law was hospitalized in Missouri. On December 15, he notified Manpower that he would be gone all week. He returned to Iowa on December 18 but did not contact Manpower about further work until approximately December 26. Mr. Gray had received proper notice at the onset of the employment that he was to contact Manpower within three working days of the end of each assignment.

Mr. Gray filed an additional claim for job insurance benefits effective December 21, 2008. He has received a total of \$2,142.00 in benefits since filing the claim.

REASONING AND CONCLUSIONS OF LAW:

It is undisputed that Mr. Gray completed his assignment with NSK Corporation, as he worked until no more work was available. However, he failed to contact Manpower to seek

reassignment after the assignment ended. He had three working days in which to notify Manpower that his assignment had ended and he was again available for work. Iowa Code section 96.5(1)j. It is true that Manpower was aware the assignment with NSK Corporation had ended. Mr. Gray was off work the last week of the assignment because of a family emergency. Although he told Manpower he would be absent for the last week of his assignment, the employer had no way of knowing when his family emergency would resolve itself.

It was Mr. Gray's responsibility to notify Manpower that his family emergency had concluded and that he could return to work. He had returned to Iowa by December 18 but delayed contacting Manpower for approximately one week. The evidence failed to establish justification for the delay in contacting Manpower to seek reassignment. As such, his separation is considered a voluntary quit without good cause attributable to the employer. Therefore, benefits are denied as of December 14, 2008, the Sunday following the last day worked.

Mr. Gray has received benefits since filing his additional claim effective December 21, 2008. As a general rule, an overpayment of job insurance benefits must be repaid. Iowa Code section 96.3(7). If the overpayment results from the reversal of an award of benefits based on an individual's separation from employment, it may be waived under certain circumstances. An overpayment will not be recovered from an individual if the employer did not participate in the fact-finding interview on which the award of benefits was based, provided there was no fraud or willful misrepresentation on the part of the individual. This matter shall be remanded to Claims to determine if Mr. Gray will be required to repay benefits already received.

DECISION:

The representative's decision dated January 23, 2009, reference 03, is hereby reversed. Mr. Gray left his employment with Manpower for no good cause attributable to the employer. Benefits are withheld until he has worked in and been paid wages for insured work equal to ten times his weekly job insurance benefit amount, provided he satisfies all other conditions of eligibility. This matter is remanded to Claims to determine the amount of any overpayment and whether Mr. Gray will be required to repay benefits.

Carolyn F. Coleman
Administrative Law Judge

Decision Dated and Mailed

cfc/kjw