

IOWA WORKFORCE DEVELOPMENT
Unemployment Insurance Appeals Section
1000 East Grand—Des Moines, Iowa 50319
DECISION OF THE ADMINISTRATIVE LAW JUDGE
68-0157 (7-97) – 3091078 - EI

TOM C SAMPSON
515 7th AVE S APT 2B
CLINTON IA 52732

MANPOWER INTERNATIONAL
MANPOWER TEMPORARY SERVICES
c/o FRICK UC EXPRESS
PO BOX 66864
ST LOUIS MO 63166-6864

Appeal Number: 04A-UI-01102-B4T
OC: 12/14/03 R: 02
Claimant: Respondent (1R)

This Decision Shall Become Final, unless within fifteen (15) days from the date below, you or any interested party appeal to the Employment Appeal Board by submitting either a signed letter or a signed written Notice of Appeal, directly to the **Employment Appeal Board, 4th Floor—Lucas Building, Des Moines, Iowa 50319.**

The appeal period will be extended to the next business day if the last day to appeal falls on a weekend or a legal holiday.

STATE CLEARLY

1. The name, address and social security number of the claimant.
2. A reference to the decision from which the appeal is taken.
3. That an appeal from such decision is being made and such appeal is signed.
4. The grounds upon which such appeal is based.

YOU MAY REPRESENT yourself in this appeal or you may obtain a lawyer or other interested party to do so provided there is no expense to Workforce Development. If you wish to be represented by a lawyer, you may obtain the services of either a private attorney or one whose services are paid for with public funds. It is important that you file your claim as directed, while this appeal is pending, to protect your continuing right to benefits.

(Administrative Law Judge)

(Decision Dated & Mailed)

Section 96.5-1 – Voluntary Quit
Section 96.5-2-a – Discharge
Section 96.5-1-j – Whether claimant sought reassignment from employer.

STATEMENT OF THE CASE:

An appeal was filed on behalf of Manpower International, Inc., from a decision of the representative dated January 20, 2004, reference 02, that held, in effect, the claimant was employed on a temporary basis and worked until November 24, 2003 when he completed his assignment. The claimant notified Manpower Temporary Services within three working days of the completion of his last assignment and benefits were allowed provided the claimant was otherwise eligible.

A telephone conference hearing was scheduled and held on February 18, 2004 pursuant to due notice. Tom C. Sampson participated. Kim McCollum, Staffing Assistant participated on behalf of Manpower International, Inc., operating Manpower Temporary Services.

Official notice was taken of the unemployment insurance decision dated January 20, 2004, reference 02, together with the pages attached thereto (5 pages in all).

FINDINGS OF FACT:

The administrative law judge, having examined the entire record in this matter, finds that: Tom C. Sampson filed an application for employment with Manpower Temporary Services on or about August 28, 2003. The claimant was provided with a job assignment at Johnson Industries in DeWitt, Iowa. The claimant was offered full time employment with Johnson Industries but refused to accept the assignment because of the distance from his home and the wages that were less than he previously earned. The claimant was then assigned to Plasty Paint in DeWitt, Iowa on November 21, 2003. The claimant's last day of work was on November 24, 2003 when he was informed that his three-day job assignment ended.

The claimant then reported to an individual named Cheryl at Manpower Temporary Services and was informed they had no other job assignments for him. Ultimately, on or about December 31, 2003 the claimant was sent to Family Dollar for a part-time job assignment, which he accepted.

The claimant has continued to report to Manpower Temporary Services and has requested job assignments none of which were available. The record establishes the claimant did in fact contact Manpower International, Inc. on a continuing basis following his several job assignments, which were ended by the employer.

The testimony of the claimant indicates that he has limited his availability for employment to job positions in Clinton, Iowa and job opportunities, which met with his training and experience.

REASONING AND CONCLUSIONS OF LAW:

Iowa Code Section 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.

The evidence clearly establishes that the claimant did comply with the requirements of Section 96.5-1-j by continually reporting to Manpower Temporary Services after completing various job assignments. The claimant has continued to report on a periodic basis to Manpower Temporary Services and has requested new job assignments on numerous occasions.

The record does not establish that the claimant intended to sever his relationship as an employee or that he has been discharged by the employer for any particular reason.

The administrative law judge concludes that Tom C. Sampson has been employed on a temporary basis with Manpower Temporary Services and has completed all job assignments provided to him. In addition, the claimant has contacted and notified the temporary employment firm within three working days of the completion of all of his job assignments.

The administrative law judge therefore concludes that the claimant was employed on a temporary basis and worked until November 24, 2003 when his job assignment was completed and notified the employment firm within three working days of the completion of his last work assignment; all within the intent and meaning of Iowa Code Section 96.5-1-j. Tom C. Sampson was not separated from his employment for any disqualifiable reason within the intent and meaning of the foregoing sections of the Iowa Code.

The evidence also indicates that the claimant has limited his availability for work to the Clinton, Iowa area where he is living and has limited the job assignments he would accept. Due to the fact that the claimant has been classified as a Group Code Six claimant, this matter should be remanded to the Unemployment Insurance Services Division for inquiry with respect to whether or not the claimant is able and available for work within the meaning of Iowa Code Section 96.4-3.

DECISION:

The unemployment insurance decision dated January 20, 2004, reference 02, is affirmed. Tom C. Sampson is eligible to receive unemployment insurance benefits provided he meets all other eligibility requirements and the employer's account may be charged for benefits paid. This matter is remanded to the Unemployment Insurance Services Division for inquiry with respect to the claimant's availability for work under Section 96.4-3.

kjf/b