

**IOWA WORKFORCE DEVELOPMENT  
UNEMPLOYMENT INSURANCE APPEALS**

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

**BLAKE L WAGNER**  
Claimant

**APPEAL NO. 12A-UI-11160-JTT**

**ADMINISTRATIVE LAW JUDGE  
DECISION**

**MANPOWER INTERNATIONAL INC**  
Employer

**OC: 07/29/12**  
**Claimant: Respondent (5)**

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

**STATEMENT OF THE CASE:**

The employer filed a timely appeal from the September 7, 2012, reference 04, decision that allowed benefits in connection with completion of a temporary work assignment, purportedly on July 15, 2012. After due notice was issued, a hearing was held on October 9, 2012. Claimant Blake Wagner did not respond to the hearing notice instructions to provide a telephone number for the hearing and did not participate. Ryan Brennan, staffing agent, represented the employer. The administrative law judge took official notice of the September 7, 2012, reference 03, decision that disqualified Mr. Wagner for benefits in connection with a July 29, 2012 voluntary quit from a temporary work assignment with Manpower International, Inc.

**ISSUE:**

Whether Mr. Wagner's separation from his first work assignment with Manpower International, Inc., an assignment at Building Products, Inc., was for a reason that would disqualify Mr. Wagner for unemployment insurance benefits or for good cause attributable to Manpower International.

Whether Manpower International can be relieved of liability for benefits in connection with Mr. Wagner's separation from the assignment with Building Products, Inc.

**FINDINGS OF FACT:**

Having reviewed all of the evidence in the record, the administrative law judge finds: Manpower International is a temporary employment agency. On May 16, 2012, Blake Wagner commenced a full-time, temporary work assignment at Building Products, Inc. Mr. Wagner continued in the assignment until June 29, 2012, at which time Building Products, Inc., ended the assignment. Building Products, Inc., notified Manpower International that it was ending the assignment because Mr. Wagner was not sufficiently mastering the work. Manpower International notified Mr. Wagner that the assignment was ending. Mr. Wagner expressed interest in additional work. Manpower International did not have additional work for Mr. Wagner at the time.

Manpower did not have additional work for Mr. Wagner until July 16, 2012, when Mr. Wagner started a new assignment at Delta Sports. The Delta Sports assignment ended on July 29,

2012. On September 7, 2012, a Workforce Development representative entered a reference 03 decision that disqualified Mr. Wagner for unemployment insurance benefits in connection with the July 29, 2012 separation from the assignment. Mr. Wagner did not appeal the disqualification decision and the disqualification became a final agency decision.

#### **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.

871 IAC 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 temporary assignment at Building Products, Inc., ended on June 29, 2012. The assignment did not end on July 15, 2012, as indicated by the lower decision. Mr. Wagner was discharged from that assignment for failure to perform to the satisfaction of Building Products, Inc., but not for disqualifying misconduct. Mr. Wagner was in immediate contact with Manpower International to indicate his availability for additional work. Manpower had no work immediately available for Mr. Wagner. Mr. Wagner's June 29, 2012 temporary separation from Manpower International was for good cause attributable to the employment. The June 29, 2012 separation would not disqualify Mr. Wagner for benefits. Manpower International cannot be relieved of liability for benefits in connection with the June 29, 2012 separation.

**DECISION:**

The Agency representative's September 7, 2012, reference 04, decision is modified as follows. The claimant separated from an assignment on June 29, 2012, not July 15, 2012. The claimant's June 29, 2012 separation from the temporary employment agency was for good cause attributable to the temporary employment agency. The June 29, 2012 separation would not disqualify the claimant for benefits. The claimant would be eligible for benefits in connection with that separation, provided he met all other eligibility requirements. The employer's account cannot be relieved of liability for benefits in connection with the June 29, 2012 separation.

The present decision has no impact on, and does nothing to disturb, the September 7, 2012, reference 03, decision that disqualified the claimant for benefits, and which relieved the employer of liability, in connection with a July 29, 2012 separation.

---

James E. Timberland  
Administrative Law Judge

---

Decision Dated and Mailed

jet/kjw