

**IOWA WORKFORCE DEVELOPMENT
UNEMPLOYMENT INSURANCE APPEALS BUREAU**

RUTH A SMITH
Claimant

APPEAL 21A-UI-25649-DH-T

**ADMINISTRATIVE LAW JUDGE
DECISION**

MANPOWER INTERNATIONAL INC
Employer

OC: 04/05/20
Claimant: Appellant (2R)

Iowa Code § 96.5(2)a - Discharge for Misconduct
Iowa Code § 96.5(1) - Voluntary Quit
Iowa Code § 96.5(1)j - Voluntary Quitting – Temporary Employment

STATEMENT OF THE CASE:

The claimant filed an appeal from the November 12, 2021, (reference 06) unemployment insurance decision that denied benefits based upon their voluntary quit on 03/30/20 for personal reasons not caused by the employer. The parties were properly notified of the hearing. A telephone hearing was held on January 14, 2022. Claimant, Ruth Smith, participated. Employer, Manpower International Inc., did not participate.

ISSUE:

Was the separation a layoff, discharge for misconduct or voluntary quit without good cause?
Did claimant make a timely request for another job assignment?

FINDINGS OF FACT:

Having heard the testimony and reviewed the evidence in the record, the undersigned finds:

Claimant was employed with Manpower International as a temp-to-hire full-time starting March 25, 2020 and was last assigned at Maximus as customer service, starting March 25, 2020 and last worked March 27, 2020. Claimant became sick and was unable to work. and became aware that she was separated from her assignment on April 6, 2020. See Appeal Attachment 1.

Although the assignment ended, the employment did not. The assignment representative notified the claimant on April 6, 2020: the assignment had ended; Maximus was open to having claimant reassigned once seven days symptom free and if they have an opening. Claimant did not request placement in a new assignment within three working days of the assignment end. Claimant advised that while she was provided paperwork by Employer, she does not recall whether the employer has a policy that complies with the specific terms of Iowa Code § 96.5(1)j and while signing documents at orientation, does not recall signing this policy.

Employer failed to participate in the hearing. There is no evidence the employer: has a policy in compliance with Iowa Code § 96.5(1)j; notified claimant of said policy; provided claimant said policy; nor had claimant sign off on said policy.

REASONING AND CONCLUSIONS OF LAW:

For the reasons that follow, the administrative law judge concludes the claimant's separation was with good cause attributable to the employer.

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. (1) 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.

(2) 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.

(3) For the purposes of this lettered paragraph:

(a) "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.

(b) "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 § 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 § 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.

Since the employer did not provide instruction about what to do at the end of the assignment according to Iowa Code § 96.5(1)j, the separation is not disqualifying.


Since employer provided no evidence that it presented claimant with a written copy of the reporting policy, claimant's recollection that she did not receive notice of the reporting policy is credible. Furthermore, claimant's assertion that being told once she was symptom free of Covid, that Maximus would bring her back, infers there was no further work available at the time given claimant had Covid symptoms. Accordingly, claimant was reasonable to have not asked for additional assignments.

DECISION:

The November 12, 2021, (reference 06) unemployment insurance decision is **REVERSED**. The claimant's separation from employment was attributable to the employer. Benefits are allowed, provided she is otherwise eligible. Claimant may not be otherwise eligible, and why the remand.

REMAND:

This matter is **REMANDED** to the Benefits Bureau of Iowa Workforce Development for an initial investigation and determination as to whether claimant is able and available for work given claimant's testimony about her inability to work from approximately March 30, 2020 through sometime toward the end of June 2021 due to Covid/long haul Covid.



Darrin T. Hamilton
Administrative Law Judge

February 7, 2022

Decision Dated and Mailed

dh/kmj