

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

THOMAS F CRAWFORD  
3050 UNIVERSITY AVE #116  
WEST DES MOINES IA 50266

MANPOWER INC OF DES MOINES  
517 – 5<sup>TH</sup> AVE  
DES MOINES IA 50309

Appeal Number: 05A-UI-02984-CT  
OC: 01/23/05 R: 02  
Claimant: Appellant (2)

**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, 4<sup>th</sup> 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.

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(Administrative Law Judge)

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(Decision Dated & Mailed)

Section 96.5(1)j – Temporary Employment

STATEMENT OF THE CASE:

Thomas Crawford filed an appeal from a representative's decision dated March 9, 2005, reference 02, which denied benefits based on his separation from Manpower, Inc. of Des Moines. After due notice was issued, a hearing was held by telephone on April 7, 2005. Mr. Crawford participated personally. The employer participated by Kaela Hodzic, Staffing Specialist.

FINDINGS OF FACT:

Having heard the testimony of the witnesses and having reviewed all the evidence in the record, the administrative law judge finds: Mr. Crawford began working for Manpower on

September 20, 2004 and was assigned to work at Ryko Manufacturing. He was laid off on December 30, 2004 due to lack of work and was told he would probably be recalled in two weeks. Mr. Crawford did not contact Manpower regarding further work.

On September 7, 2004, Mr. Crawford signed a document advising him that he had to contact Manpower for reassignment within three working days after the end of an assignment. The form also contains other information such as an acknowledgement that orientation has been accomplished, what to do if unable to report for work, how to report availability, the fact that there is no guarantee of hours, the requirements for a drug screen, and the market demand for services.

#### REASONING AND CONCLUSIONS OF LAW:

At issue in this matter is whether Mr. Crawford was separated from employment for any disqualifying reason. He was hired for placement in temporary work assignments. An individual so employed must complete his last assignment in order to avoid the voluntary quit provisions of the law. See 871 IAC 24.26(19). Mr. Crawford did complete his assignment with Ryko Manufacturing as he was laid off due to a lack of work. He would not be required to continue seeking work through Manpower unless the requirements of Iowa Code section 96.5(1)j have been satisfied.

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 law requires that notice of the three-day reporting requirement be provided to the employee on a document that is separate from any contract of employment. The administrative law judge construes this to mean that the notice cannot be contained in a document that outlines other terms and conditions of the employment. This requirement appears aimed at preventing the notice from being overlooked in the myriad of other documents an individual usually has to sign at the onset of employment. The administrative law judge concludes that the document signed by Mr. Crawford on September 7, 2004 does not comply with the requirements of section 96.5(1)j because it contains other terms and conditions of the employment. Because Mr. Crawford did not receive the notice required by law, he cannot be disqualified for not seeking reassignment within three working days. For the above reasons, no disqualification from benefits is imposed.

#### DECISION:

The representative's decision dated March 9, 2005, reference 02, is hereby reversed. Mr. Crawford was separated from Manpower on December 30, 2004 for no disqualifying reason. Benefits are allowed, provided he satisfies all other conditions of eligibility.

cfc/sc