

**IOWA WORKFORCE DEVELOPMENT
UNEMPLOYMENT INSURANCE APPEALS BUREAU**

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

ZACHARY CLEWELL
Claimant

APPEAL NO. 19A-UI-01277-JTT

**ADMINISTRATIVE LAW JUDGE
DECISION**

MANPOWER INTERNATIONAL INC
Employer

OC: 01/06/19
Claimant: Appellant (2)

Iowa Code Section 96.5(1)(j) – Separation from Temporary Employment

Iowa Administrative Code rule 871-24.26(19) – Fulfillment of the Contract of Hire

STATEMENT OF THE CASE:

Zachary Clewell filed a timely appeal from the February 5, 2019, reference 02, decision that held he was disqualified for benefits and the employer's account would not be charged for benefits, based on the deputy's conclusion that Mr. Clewell had voluntarily quit on September 14, 2018 by failing to contact the temporary employment agency within three days of completing an assignment after having been told in writing of his obligation to make such contact. After due notice was issued, a hearing was held on February 27, 2019. Mr. Clewell participated. Gail Gonyaw represented the employer

ISSUE:

Whether the claimant's separation from the temporary employment agency was for good cause attributable to the employer.

FINDINGS OF FACT:

Having reviewed all of the evidence in the record, the administrative law judge finds: Manpower International, Inc. is a temporary employment agency. Zachary Clewell established his employment with Manpower in September 2018 and performed work in a single, full-time temp-to-hire work assignment. Mr. Clewell last performed work in the assignment on September 11, 2018. On September 12, 2018, Mr. Clewell was absent due to illness and properly notified Manpower and the client business. Because the absence occurred so early in the assignment, the client business elected to immediately terminate the assignment. On the afternoon of September 12, the supervisor at the client business notified Mr. Clewell that the assignment was done. Mr. Clewell did not make further contact with Manpower to request a new assignment. Instead, Mr. Clewell contacted a previous employer and arranged to return to that employer on September 17, 2019. At the start of the Manpower employment, the temp agency provided Mr. Clewell with a handbook that referenced an obligation to contact the agency at the end of the assignment. The employer did not have Mr. Clewell sign a stand-alone policy that stated in clear and concise language that he was obligated to contact the temp agency within three days

of completing an assignment to request a new assignment or be deemed to have voluntarily quit and risk disqualification for unemployment insurance benefits.

REASONING AND CONCLUSIONS OF LAW:

Iowa Code section 96.5(1)j provides:

An individual shall be disqualified for benefits, regardless of the source of the individual's wage credits:

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 paragraph:

(a) "Temporary employee" means an individual who is employed by a temporary employment firm to provide services to clients to supplement their workforce 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 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 evidence in the record establishes a September 12, 2018 separation that was for good cause attributable to the employer. The assignment was completed on September 12, 2018, based on the client business' decision to end the assignment. Mr. Clewell fulfilled his obligation to Manpower when he completed the work assignment. Manpower did not comply with the requirements of Iowa Code section 96.5(1)(j) and, therefore, that statute did not apply to Mr. Clewell's employment. Mr. Clewell is eligible for benefits provided he is otherwise eligible. The employer's account may be charged for benefits.

DECISION:

The February 5, 2019, reference 02, decision is reversed. The claimant's September 12, 2018 separation from the temporary employment agency was for good cause attributable to the temporary employment agency. The claimant is eligible for benefits provided he is otherwise eligible. The employer's account may be charged for benefits.

James E. Timberland
Administrative Law Judge

Decision Dated and Mailed

jet/rvs