

**IOWA WORKFORCE DEVELOPMENT
UNEMPLOYMENT INSURANCE APPEALS**

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

SHEILA CARBERRY
Claimant

APPEAL NO. 08A-UI-08695-BT

**ADMINISTRATIVE LAW JUDGE
DECISION**

MANPOWER INC OF DES MOINES
Employer

OC: 07/06/08 R: 02
Claimant: Respondent (1)

Iowa Code § 96.5-1-j - Voluntary Quit of Temporary Employment

STATEMENT OF THE CASE:

Manpower Inc. of Des Moines (employer) appealed an unemployment insurance decision dated September 18, 2008, reference 02, which held that Sheila Carberry (claimant) was eligible for unemployment insurance benefits. After hearing notices were mailed to the parties' last-known addresses of record, a telephone hearing was held on October 14, 2008. The claimant provided a telephone number but was not available when that number was called for the hearing and, therefore, did not participate. The employer participated through Sara Dahm, Account Manager. Based on the evidence, the arguments of the party, and the law, the administrative law judge enters the following findings of fact, reasoning and conclusions of law, and decision.

ISSUE:

The issue is whether the claimant's voluntary separation from employment qualifies him to receive unemployment insurance benefits.

FINDINGS OF FACT:

The administrative law judge, having heard the testimony and having considered all of the evidence in the record, finds that: The claimant was employed as a temporary clerical employee from July 31, 2007 through December 6, 2007, when her assignment ended. The employer notified the claimant her assignment was over and the claimant did indicate she was interested in additional work but none was available. There was no contact from the claimant until August 25, 2008, when she requested additional work. She accepted an assignment on September 2, 2008 and worked two days before quitting because she did not like the assignment. The claimant requested additional work but none was available.

The employer's witness testified the claimant was given notification requirements as part of the application package. The employer witness did not send in a copy of the notification requirement to the Appeals Section and did not have a copy to read into the record.

REASONING AND CONCLUSIONS OF LAW:

The issue in this case is whether the reasons for the claimant's separation from employment qualify her to receive unemployment insurance benefits. The claimant is not qualified to receive unemployment insurance benefits if she voluntarily quit without good cause attributable to the employer or if the employer discharged her for work-connected misconduct. See Iowa Code §§ 96.5-1 and 96.5-2-a.

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. 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 employer could not provide sufficient evidence to indicate its end-of-assignment notification policy satisfies the requirements of Iowa Code § 96.5(1)(j). However, it is not at issue in the case herein, because the employer was aware that the claimant's assignment was going to end on December 7, 2008. The employer also had direct knowledge that the claimant was available for reassignment but had no work available for her. The claimant is considered to have voluntarily quit with good cause attributable to the employer and benefits are allowed.

DECISION:

The unemployment insurance decision dated September 18, 2008, reference 02, is affirmed. The claimant voluntarily quit her employment with good cause attributable to the employer and is qualified to receive unemployment insurance benefits, provided she is otherwise eligible.

Susan D. Ackerman
Administrative Law Judge

Decision Dated and Mailed

sda/kjw