

**IOWA WORKFORCE DEVELOPMENT
UNEMPLOYMENT INSURANCE APPEALS**

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

RICHARD G STOEMER

Claimant

APPEAL NO. 09A-UI-03409-AT

**ADMINISTRATIVE LAW JUDGE
DECISION**

**“MANPOWER INTERNATIONAL INC
“MANPOWER TEMPORARY SERVICES**
Employer

**OC: 12/07/08
Claimant: Appellant (1)**

Section 96.5-1-j – Voluntary Quit From Temporary Employment

STATEMENT OF THE CASE:

Richard G. Stoemer filed a timely appeal from an unemployment insurance decision dated February 24, 2009, reference 02, that disqualified him for benefits. After due notice was issued, a telephone hearing was held March 24, 2009 with Mr. Stoemer participating. Staffing Specialist Gail Gonyaw participated for the employer, Manpower Temporary Services.

ISSUE:

Did the claimant leave work with a temporary employment service with good cause attributable to the employer?

FINDINGS OF FACT:

Having heard the testimony of the witnesses and having examined all of the evidence in the record, the administrative law judge finds: Richard G. Stoemer worked on assignment for Manpower Temporary Services from August 4, 2008 through December 5, 2008 on the premises of the employer's client, Burlington Installation Company. When Mr. Stoemer was first hired by Manpower, he was given a separate written notice advising him that he must contact Manpower within three working days after the end of an assignment in order to seek reassignment. Mr. Stoemer did not do so.

REASONING AND CONCLUSIONS OF LAW:

The question is whether Mr. Stoemer's unemployment beginning December 5, 2008 was a disqualifying event. It was.

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 evidence in this record persuades the administrative law judge that Mr. Stoemer had been properly notified by Manpower of his obligation to contact the company within three working days after the end of his assignment with Burlington Installation Company in order to seek reassignment. Since he failed to do so, the law requires that he be disqualified for unemployment insurance benefits.

DECISION:

The unemployment insurance decision dated February 24, 2009, reference 02, is affirmed. Benefits are withheld until the claimant has worked in and has been paid wages for insured work equal to ten times his weekly benefit amount, provided he is otherwise eligible.

Dan Anderson
Administrative Law Judge

Decision Dated and Mailed

pjs/pjs