

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

SHERI A GIBSON
17584 – 500TH ST
MYSTIC IA 52574

MANPOWER INC OF CEDAR RAPIDS
1220 INDUSTRIAL AVE
HIAWATHA IA 52233-1155

Appeal Number: 05A-UI-02800-CT
OC: 01/23/05 R: 03
Claimant: Respondent (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, 4th 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.

(Administrative Law Judge)

(Decision Dated & Mailed)

Section 96.5(1)j – Temporary Employment

STATEMENT OF THE CASE:

Manpower, Inc. of Cedar Rapids filed an appeal from a representative's decision dated March 7, 2005, reference 02, which held that no disqualification would be imposed regarding Sheri Gibson's separation from employment. After due notice was issued, a hearing was held by telephone on April 4, 2005. Ms. Gibson participated personally. The employer participated by Debra Chamberlain, Risk Control Manager. Exhibit One was admitted on the employer's behalf.

FINDINGS OF FACT:

Having heard the testimony of the witnesses and having reviewed all the evidence in the record, the administrative law judge finds: Ms. Gibson was employed by Manpower, a temporary placement firm, beginning May 18, 2004. She was placed at Shivvers where she worked full time. Ms. Gibson's last day at work was December 4, 2004 and she was told that she probably would not be needed for "a while." She had signed a document on May 17, 2004 advising that she had to seek reassignment within three working days following the end of an assignment. Ms. Gibson did not contact Manpower for reassignment after her assignment at Shivvers ended.

Ms. Gibson had experienced two layoffs while working at Shivvers. She had not contacted Manpower on either occasion. It was Manpower who contacted her about returning to the assignment. On those occasions, Manpower knew she would be returning to the assignment after a brief layoff. After the December layoff, Manpower did not know if or when Ms. Gibson would be recalled to work at Shivvers.

Ms. Gibson has been paid a total of \$1,360.00 in job insurance benefits since filing her claim effective January 23, 2005.

REASONING AND CONCLUSIONS OF LAW:

At issue in this matter is whether Ms. Gibson was separated from employment for any disqualifying reason. She was hired for placement in temporary work assignments. An individual so employed must complete her last assignment in order to avoid the voluntary quit provisions of the law. See 871 IAC 24.26(19). Although Ms. Gibson completed her assignment with Shivvers, she did not seek reassignment as required by Iowa Code section 96.5(1)j. She had been advised in writing that she was required to seek reassignment within three working days after an assignment ended. She has not established good cause for not seeking reassignment as required.

It is true that Ms. Gibson had not sought reassignment during other layoffs from Shivvers. However, on those occasions, Manpower was aware that she would be returning to the assignment. There was no such knowledge on this occasion. Moreover, Ms. Gibson was told by Shivvers that she probably would not be needed for a while. This should have alerted her to the fact that she would need to seek other work through Manpower. Because she failed to seek reassignment, she is disqualified from receiving job insurance benefits.

Ms. Gibson has received benefits since filing her claim. Based on the decision herein, the benefits received now constitute an overpayment and must be repaid. Iowa Code section 96.3(7).

DECISION:

The representative's decision dated March 7, 2005, reference 02, is hereby reversed. Ms. Gibson is disqualified from receiving benefits because she failed to seek reassignment with the temporary placement firm. Benefits are withheld until such time as she has worked in and been paid wages for insured work equal to ten times her weekly job insurance benefit amount, provided she satisfies all other conditions of eligibility. Ms. Gibson has been overpaid \$1,360.00 in job insurance benefits.

cfc/pjs