

**IOWA WORKFORCE DEVELOPMENT  
UNEMPLOYMENT INSURANCE APPEALS**

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

**MICHELE R RILES**

Claimant

**APPEAL NO. 09A-UCX-00002-NT**

**ADMINISTRATIVE LAW JUDGE  
DECISION**

**MANPOWER INC OF D M**

Employer

**OC: 11/16/08 R: 01  
Claimant: Appellant (1)**

Section 96.5-1-j – Voluntary Quit/Temporary Employment Firm

**STATEMENT OF THE CASE:**

Michele Riles filed an appeal from a representative's decision dated January 12, 2009, reference 01, which denied benefits based upon her separation from Manpower Inc. of D M. After due notice was issued, a hearing was held by telephone on January 29, 2009. Ms. Riles participated personally. The employer participated by Ms. Dawn Larson, Branch Manager.

**ISSUE:**

The issue in this matter is whether the claimant voluntarily quit employment with the temporary employment firm notifying the firm within three working days and seeking reassignment.

**FINDINGS OF FACT:**

The administrative law judge, having heard the testimony and considered all of the evidence in the record, finds: The claimant worked for Manpower Inc. beginning on August 18, 2008. At the time the claimant made application for employment she agreed to contact the temporary employment firm within 48 hours of her most recent assignment ending and to give the firm notice that she was available for additional temporary assignments. Ms. Riles last accepted a temporary assignment with the Electrolux Company beginning on December 10, 2008. On December 12, 2008, Ms. Riles notified the company that she would not complete the assignment as the hours of the assignment conflicted with her school obligations. Ms. Riles did not contact Manpower Inc. during the last two days of her assignment to indicate that she would not be reporting. The claimant did not contact the company within three working days after her assignment ended to provide notice to the temporary agency that she was available for work. Ms. Riles believed that Manpower Inc. would contact her for additional assignments and believed that she was still in good standing with the company as she continued to receive a company newsletter for a period of time.

When the claimant did not complete the assignment that she had previously accepted and failed to provide notification to her employer, Manpower Inc. of D M, that she would not be reporting for scheduled work during the last two days that she had previously indicated that she would continue to report, the claimant was considered to have abandoned her job. The claimant

provided no additional notification to the employer within the three-day time period. The employer concluded the claimant had voluntarily quit and was not available for reassignments.

Ms. Riles is seeking evening work while attending school.

### **REASONING AND CONCLUSIONS OF LAW:**

For the reasons that follow, the administrative law judge concludes the claimant voluntarily left employment without good cause attributable to the employer.

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 purpose of the statute is to provide notice to the temporary agency employer that the claimant is available for work at the conclusion of a temporary assignment. In this case the temporary employer did not have direct notice from the claimant that she would not be reporting to work on her final two days of employment and the evidence establishes Ms. Riles did not again contact the temporary agency to indicate that she was available for additional assignments and seeking work. The claimant had quit her most recent assignment prior to the

end of the assignment and the temporary employment firm had no knowledge of whether Ms. Riles had chosen to permanently leave or whether she desired additional work. At the time of hire, the claimant specifically agreed to provide notification to the employer of her ongoing availability within 48 hours. The claimant did not do so and did not comply with the statutory requirement of contacting the temporary service within three working days as agreed upon at the time of hire.

The administrative law judge, however, does find the claimant to be able and available for work finding the claimant is actually seeking evening work with other perspective employers.

**DECISION:**

The January 12, 2009, reference 01, decision is affirmed. The claimant's separation from employment is not attributable to the employer. The claimant had inadequate contact with the employer about her availability as required by statute. Benefits are withheld until the claimant has worked in and been paid wages for insured work equal to ten times the claimant's weekly benefit amount, providing that she meets all other eligibility requirements of Iowa law.

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Terence P. Nice  
Administrative Law Judge

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Decision Dated and Mailed

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