

**IOWA WORKFORCE DEVELOPMENT
UNEMPLOYMENT INSURANCE APPEALS**

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

DOUGLAS C MILLER
Claimant

APPEAL NO. 07A-UI-05125-CT

**ADMINISTRATIVE LAW JUDGE
DECISION**

MANPOWER TEMPORARY SERVICES
Employer

OC: 04/08/07 R: 01
Claimant: Respondent (1)

Section 96.5(1)j – Temporary Employment

STATEMENT OF THE CASE:

Manpower Temporary Services filed an appeal from a representative's decision dated May 7, 2007, reference 02, which held that no disqualification would be imposed regarding Douglas Miller's separation from employment. After due notice was issued, a hearing was held by telephone on June 7, 2007. Mr. Miller did not respond to the notice of hearing. The employer participated by Todd Ashenfelter, Staffing Specialist. Exhibits One and Two were admitted on the employer's behalf.

ISSUE:

At issue in this matter is whether Mr. Miller was separated from employment for any disqualifying reason.

FINDINGS OF FACT:

Having heard the testimony of the witness and having reviewed all of the evidence in the record, the administrative law judge finds: Mr. Miller began working for Manpower, a temporary placement firm, on April 20, 2005 and was assigned to work full time at Eaton Corporation. He worked on the assignment until April 5, 2007 when he was laid off due to lack of work. He was notified of the end of the assignment by his on-site supervisor. Mr. Miller's next contact with Manpower was on May 31 when he was contacted and offered work.

At the time of hire, Mr. Miller signed an "Employment Agreement," which set forth certain conditions of the employment. The document constitutes an authorization to contact references, authorization to transfer records between Manpower's various offices, assignment of intellectual property rights, consent for physical examination if injured, and a waiver of customer benefits. The document also addresses confidentiality and the fact that assignments are dependent on customer needs. The section on "availability" states that the worker has to contact Manpower within 48 hours of completing an assignment. Manpower did not have Mr. Miller sign any document advising that he had to seek reassignment within three working days of the end of an assignment.

REASONING AND CONCLUSIONS OF LAW:

Mr. Miller was hired for placement in temporary work assignments. An individual so employed must complete the last assignment in order to avoid the voluntary quit provisions of the law. See 871 IAC 24.26(19). It is undisputed that Mr. Miller completed his assignment with Eaton Corporation. He was not required to continue seeking work through Manpower unless the notice required by Iowa Code section 96.5(1)j had been provided. The law requires that the temporary placement firm notify the employee in writing that he has to seek reassignment within three working days of the end of an assignment. The law also requires that this information be provided on a form that does not contain other terms of the employment.

The "Employment Agreement" Manpower had Mr. Miller sign does not meet the requirements of section 96.5(1)j. It does not specify that he has three working days in which to seek reassignment after the end of an assignment. Moreover, the document contains several other terms and conditions of the employment. Inasmuch as the document does not comport with the requirements of the law, it cannot form the basis of a disqualification from job insurance benefits. Therefore, since Mr. Miller did not have legally sufficient notice that he had to seek reassignment, no disqualification is imposed.

DECISION:

The representative's decision dated May 7, 2007, reference 02, is hereby affirmed. Mr. Miller was separated from Manpower on April 5, 2007 for no disqualifying reason. Benefits are allowed, provided he satisfies all other conditions of eligibility.

Carolyn F. Coleman
Administrative Law Judge

Decision Dated and Mailed

cfc/css