

**IOWA WORKFORCE DEVELOPMENT
UNEMPLOYMENT INSURANCE APPEALS**

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

CORDARRELL D SMITH
Claimant

APPEAL NO. 10A-UI-05883-ST

**ADMINISTRATIVE LAW JUDGE
DECISION**

MANPOWER INTERNATIONAL INC
MANPOWER TEMPORARY SERVICES
Employer

Original Claim: 05/17/09
Claimant: Appellant (2)

Section 96.5-1-j – Voluntary Quit/Failure to Seek Re-Assignment

STATEMENT OF THE CASE:

The claimant appealed from a representative's decision dated April 13, 2010, reference 07, that denies claimant benefits by reason of his failure to seek re-assignment from an employment separation on February 16, 2010. A telephone hearing was held on June 10, 2010. The claimant participated. The employer did not participate.

ISSUE:

Whether claimant voluntarily quit with good cause attributable to the employer.

FINDINGS OF FACT:

The administrative law judge, having considered the evidence in the record, finds that: The claimant began work on assignment December 21, 2009, and last worked on February 16, 2010. An employer representative notified the claimant his assignment was canceled, but he would be called within a week about further work. When the claimant did not hear from the employer, he called in within the week and learned it had no further work available to offer him.

The employer failed to respond to the hearing notice.

REASONING AND CONCLUSIONS OF LAW:

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 administrative law judge concludes the claimant completed his work assignment that was terminated by the employer on February 16, 2010, and no further work was made available to him.

The claimant completed his assignment and no work was offered to him.

DECISION:

The department decision dated April 13, 2010, reference 07, is reversed. The claimant completed his assignment, and no separation disqualification is imposed on February 16, 2010. Benefits are allowed, provided the claimant is otherwise eligible.

Randy L. Stephenson
Administrative Law Judge

Decision Dated and Mailed

rls/kjw