

**IOWA WORKFORCE DEVELOPMENT
UNEMPLOYMENT INSURANCE APPEALS**

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

MEGAN R SHEEDER

Claimant

APPEAL NO. 07A-UI-04962-CT

**ADMINISTRATIVE LAW JUDGE
DECISION**

MANPOWER TEMPORARY SERVICES

Employer

**OC: 01/28/07 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 3, 2007, reference 02, which held that no disqualification would be imposed regarding Megan Sheeder's separation from employment. After due notice was issued, a hearing was held by telephone on May 31, 2007. The employer participated by Heidi Bates, Senior Staffing Specialist. Ms. Sheeder responded to the notice of hearing but was not available at the number provided at the scheduled time of the hearing. She contacted the administrative law judge at approximately 9:15 a.m. on June 1 concerning her failure to participate. She was outside mowing when an attempt was made to contact her for the hearing. Because Ms. Sheeder did not have a good reason for not participating at the scheduled time, the administrative law judge declined to reopen the hearing record.

ISSUE:

At issue in this matter is whether Ms. Sheeder 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: Ms. Sheeder's last period of employment with Manpower, a temporary placement firm, began in February of 2006. She was assigned to work full time for Eaton Corporation. She worked on the assignment until April 8, 2007 when she was laid off due to lack of work. She was notified of the end of the assignment by her on-site supervisor. Ms. Sheeder's next contact with Manpower was on April 25, when she called about the availability of work.

At the time of hire, Ms. Sheeder 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 Ms. Sheeder sign any document advising that she had to seek reassignment within three working days of the end of an assignment.

REASONING AND CONCLUSIONS OF LAW:

Ms. Sheeder 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 Ms. Sheeder completed her assignment with Eaton Corporation. She 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 she 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 Ms. Sheeder sign does not meet the requirements of section 96.5(1)j. It does not specify that she 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 Ms. Sheeder did not have legally sufficient notice that she had to seek reassignment, no disqualification is imposed.

DECISION:

The representative's decision dated May 3, 2007, reference 02, is hereby affirmed. Ms. Sheeder was separated from Manpower on April 8, 2007 for no disqualifying reason. Benefits are allowed, provided she satisfies all other conditions of eligibility.

Carolyn F. Coleman
Administrative Law Judge

Decision Dated and Mailed

cfc/css