

**IOWA WORKFORCE DEVELOPMENT
UNEMPLOYMENT INSURANCE APPEALS**

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

SEAN KINSLEY
Claimant

APPEAL NO. 07A-UI-02888-BT

**ADMINISTRATIVE LAW JUDGE
DECISION**

MANPOWER TEMPORARY SERVICES
Employer

OC: 01/07/07 R: 01
Claimant: Respondent (5)

Section 96.5-1-j - Voluntary Quit of Temporary Employment

STATEMENT OF THE CASE:

Manpower Temporary Services (employer) appealed an unemployment insurance decision dated March 9, 2007, reference 02, which held that Sean Kinsley (claimant) was eligible for unemployment insurance benefits. After hearing notices were mailed to the parties' last-known addresses of record, a telephone hearing was held on April 9, 2007. The claimant did not comply with the hearing notice instructions and did not call in to provide a telephone number at which he could be contacted and, therefore, did not participate. The employer participated through Todd Aschenfeldter, Staffing Specialist. Employer's Exhibit One was admitted into evidence. Based on the evidence, the arguments of the party, and the law, the administrative law judge enters the following findings of fact, reasoning and conclusions of law, and decision.

ISSUE:

Is the claimant disqualified because of his voluntary separation from his employment?

FINDINGS OF FACT:

The administrative law judge, having heard the testimony and considered all of the evidence in the record, finds that: The claimant was employed as a full-time machinist from September 1, 2006 through December 15, 2006. He was taken off his assignment due to attendance but was not discharged from employment. At the time of hire, the employer notified the claimant in writing that he was required to contact the employer "within 48 hours of completion of each temporary assignment for Manpower." The notification was contained within the employment agreement. The claimant contacted the employer on December 15, 2006 to state that he was available for additional assignments but none were available. The employer has not heard from the claimant since December 15, 2006.

REASONING AND CONCLUSIONS OF LAW:

The issue in this case is whether the reasons for the claimant's separation from employment qualify him to receive unemployment insurance benefits. The claimant is not qualified to receive unemployment insurance benefits if he voluntarily quit without good cause attributable to the employer or if the employer discharged her for work-connected misconduct. See Iowa Code

§§ 96.5-1 and 96.5-2-a. Iowa Code § 96.5-1-j provides that individuals employed by a temporary agency must contact their employer within three working days after the completion of a work assignment and seek a new assignment or they will be considered to have voluntarily quit employment without good cause attributable to the employer.

Iowa Code § 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 greater weight of the evidence indicates that the employer's end-of-assignment notification policy does not satisfy the requirements of Iowa Code § 96.5(1)(j). The employer requires employees to contact its agency within 48 hours of the completion of the last assignment which is not in compliance with the Iowa statute. Furthermore, the notification document must be separate from any contract of employment and this employer's notification policy was contained within its employment agreement. In the case herein, the employer's policy does not comply with Iowa Code § 96.5(1)(j), but the claimant did contact the temporary employment agency within three working days following the completion of his assignment and no work was available. Consequently, the claimant is considered to have voluntarily quit with good cause attributable to the employer and benefits are allowed.

DECISION:

The unemployment insurance decision dated March 9, 2007, reference 02, is modified with no effect. The claimant voluntarily quit his employment with good cause attributable to the employer and is qualified to receive unemployment insurance benefits, provided he is otherwise eligible.

Susan D. Ackerman
Administrative Law Judge

Decision Dated and Mailed

sda/css