

**IOWA WORKFORCE DEVELOPMENT
UNEMPLOYMENT INSURANCE APPEALS**

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

TRIONA D EDWARDS
Claimant

APPEAL NO. 09A-UI-08025-NT

**ADMINISTRATIVE LAW JUDGE
DECISION**

MANPOWER INTERNATIONAL INC
Employer

**Original Claim: 04/05/09
Claimant: Appellant (1)**

Section 96.5-1-j – Voluntary Leaving/Temporary Assignment

STATEMENT OF THE CASE:

Triona Edwards filed a timely appeal from a representative's decision dated May 22, 2009, reference 04, which denied benefits based upon her separation from Manpower International. After due notice, a telephone conference hearing was scheduled for and held on June 19, 2009. Claimant participated personally. The employer participated by Deanna Alvarez, staffing specialist.

ISSUE:

At issue is whether the claimant voluntarily left employment without good cause attributable to the employer.

FINDINGS OF FACT:

The administrative law judge, having heard the testimony and having considered all of the evidence in the record finds: The claimant was assigned by her employer, Manpower International, to a work assignment at the Muscular Dystrophy Association beginning on April 13, 2009. The part-time call center position was a long-term assignment. On April 21, 2009, Ms. Edwards contacted Manpower International, indicating dissatisfaction with the assignment and stating that she was having transportation difficulties getting to the assignment's location. Ms. Edwards was urged to remain in the assignment and to complete it. The following day, the Muscular Dystrophy Association contacted Manpower to inform them that the claimant had not reported for work and had not provided any notification to the client. Manpower International also had not heard from Ms. Edwards and had assumed that she had reported for scheduled work. When further contact was made by Ms. Edwards with Manpower International approximately six weeks later, another job offer was made to the claimant by Manpower.

At the time that the claimant accepted employment with Manpower International, she signed an agreement that she would inform the temporary employment agency within three days of the completion or end of any assignment and was informed on the separate contract that failure to do so would result in the temporary service considering that the claimant had voluntarily quit her employment and could affect her unemployment insurance benefits.

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 each temporary assignment so they may be reassigned and continue working. In this case, Ms. Edwards discontinued reporting for work. The claimant gave the temporary employer, Manpower International, no notice of her availability and, therefore, is considered to have quit the employment even though the claimant may have returned to work at the temporary agency at some later date. Benefits are denied.

DECISION:

The representative's decision dated May 22, 2009, reference 04, is affirmed. The claimant's separation was not attributable to the employer. Benefits are withheld until such time as the claimant works in and has been paid wages equal to ten times her weekly benefit amount provided she is otherwise eligible

Terence P. Nice
Administrative Law Judge

Decision Dated and Mailed

srs/kjw