

**IOWA WORKFORCE DEVELOPMENT  
UNEMPLOYMENT INSURANCE APPEALS**

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

**JACQUELINE CARDA**  
Claimant

**APPEAL NO: 15A-UI-07330-JE-T**

**ADMINISTRATIVE LAW JUDGE  
DECISION**

**REMEDY INTELLIGENT STAFFING INC**  
Employer

**OC: 05/24/15**  
**Claimant: Appellant (2)**

Section 96.5-2-a – Discharge/Misconduct  
Section 96.5(1)j – Voluntary Leaving (Temporary Employment)

**STATEMENT OF THE CASE:**

The claimant filed a timely appeal from the June 22, 2015, reference 02, decision that denied benefits. After due notice was issued, a hearing was held by telephone conference call before Administrative Law Judge Julie Elder on July 31, 2015. The claimant participated in the hearing. The employer did not respond to the hearing notice and did not provide a telephone number where it could be reached to participate in the hearing or request a postponement of the hearing as required by the hearing notice.

**ISSUE:**

The issue is whether the employer discharged the claimant for work-connected misconduct and whether the claimant sought reassignment from the employer.

**FINDINGS OF FACT:**

The claimant was employed as a full-time underwriter for Remedy Intelligent Staffing last assigned at Mutual of Omaha from September 22, 2014 to November 2, 2014. She completed her assignment.

The employer placed the claimant in a new assignment at Nelnet beginning November 3, 2014. She was scheduled to start the Nelnet training class November 3, 2014, but told the employer she was not able to do it that week as she had medical appointments scheduled. The claimant called the employer either November 3, 4 or 5, 2015, to ask about taking another training class or receiving another assignment. The employer stated it would call her back but did not do so. The claimant continued calling the employer until she was able to talk to Jacqueline, a lead at Remedy, and she told the claimant she never received her messages and her employment was terminated. The claimant was aware of the employer's policy requiring her to call in within three days of the completion of her assignment.

**REASONING AND CONCLUSIONS OF LAW:**

For the reasons that follow, the administrative law judge concludes the claimant voluntarily left her employment with good cause attributable to the employer.

Iowa Code § 96.5-1 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.

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 claimant did not voluntarily quit her job with Remedy Intelligent Staffing but was told her employment was terminated. The employer has not established misconduct on the part of the claimant as defined by Iowa law. The claimant's separation from employment was not a disqualifying event. The remaining issue is whether the claimant sought reassignment from the employer. While the employer's policy requires employees to seek reassignment from the employer within three days after the end of the assignment, the purpose of the statute is to provide notice to the temporary employment firm that the claimant is able and available for work. In this case, the claimant sought reassignment by asking the employer about additional

assignments in the three days following the completion of her assignment at Mutual of Omaha and when she was unable to participate in the training class at Nelnet the following week. Those conversations satisfied the reason for the rule because the employer knew at that time the claimant was able and available and wanted another assignment.

**DECISION:**

The June 22, 2015, reference 02, decision is reversed. The claimant's separation from employment was attributable to the employer. Benefits are allowed, provided the claimant is otherwise eligible.

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Julie Elder  
Administrative Law Judge

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Decision Dated and Mailed

je/mak