

**IOWA WORKFORCE DEVELOPMENT  
UNEMPLOYMENT INSURANCE APPEALS BUREAU**

---

**JEFFREY T LEE**  
Claimant

**APPEAL 18R-UI-06614-LJ-T**

**ADMINISTRATIVE LAW JUDGE  
DECISION**

**REMEDY INTELLIGENT STAFFING INC**  
Employer

**OC: 12/24/17  
Claimant: Appellant (2R)**

---

Iowa Code § 96.5(1) – Voluntary Quitting  
Iowa Code § 96.5(1)j – Voluntary Quitting – Temporary Employment

**STATEMENT OF THE CASE:**

The claimant filed an appeal from the April 9, 2018, (reference 01) unemployment insurance decision that denied benefits based upon a determination that claimant voluntarily quit temporary employment. The parties were properly notified of the hearing. A telephone hearing was held on July 2, 2018. The claimant, Jeffrey T. Lee, participated. The employer, Remedy Intelligent Staffing, Inc., participated through Julie Coughlin, Branch Manager.

**ISSUE:**

Did claimant quit by not reporting for additional work assignments within three business days of the end of the last assignment?

**FINDINGS OF FACT:**

Having reviewed all of the evidence in the record, the administrative law judge finds: Claimant was employed full-time, most recently as a general laborer assigned at General Mills, from January 2008 until March 11, 2018, when he reached the maximum number of hours he was permitted to work for General Mills. Claimant explained that he was permitted to work 1,300 hours and he had worked 1,298.5 hours. Claimant did not return to Remedy to seek another assignment because he had never done so in the past. He had no intention of seeking another assignment. Instead, he intended to collect unemployment until his hours started over and he could return to work at General Mills. The employer has a three-day policy requiring employees whose assignments end to report back for new assignment within three working days, but it has no record that claimant ever signed it. Coughlin was uncertain whether claimant ever received such a policy. Claimant denies ever receiving or signing such a policy. The employer has offered claimant work on two occasions since his separation on March 11, and claimant has not definitively responded to either offer. Claimant denies he has been searching for work.

**REASONING AND CONCLUSIONS OF LAW:**

For the reasons that follow, the administrative law judge concludes claimant was separated for no disqualifying reason. Benefits are allowed, provided he is otherwise eligible.

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. (1) 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.

(2) 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.

(3) For the purposes of this paragraph:

(a) "Temporary employee" means an individual who is employed by a temporary employment firm to provide services to clients to supplement their workforce during absences, seasonal workloads, temporary skill or labor market shortages, and for special assignments and projects.

(b) "Temporary employment firm" means a person engaged in the business of employing temporary employees.

In this case, the employer does not dispute that claimant never received a copy of the three-day policy or knew he had an obligation to report back to Remedy within three working days of his General Mills Assignment ending. Accordingly, no disqualification is imposed regarding this separation. However, the claimant's availability for work, his work search history, and his response to offers of work require further investigation.

**DECISION:**

The April 9, 2018, (reference 01) decision is reversed. The claimant's separation from the employer is not disqualifying. Benefits are allowed, provided the claimant is otherwise eligible.

**REMAND:**

The issues of claimant's availability for work, his work search history, and whether claimant has refused suitable offers of work are remanded to the Benefits Bureau for initial investigation and determination.

---

Elizabeth A. Johnson  
Administrative Law Judge

---

Decision Dated and Mailed

lj/scn