

IOWA WORKFORCE DEVELOPMENT  
Unemployment Insurance Appeals Section  
1000 East Grand—Des Moines, Iowa 50319  
DECISION OF THE ADMINISTRATIVE LAW JUDGE  
68-0157 (7-97) – 3091078 - EI

TRACI A WAGNER  
6549 VISTA DR #49311  
WEST DES MOINES IA 50266

REMEDY INTELLIGENT STAFFING INC  
c/o TALK UC EXPRESS  
PO BOX 66864  
ST LOUIS MO 63166-6864

Appeal Number: 05A-UI-08079-CT  
OC: 06/19/05 R: 02  
Claimant: Respondent (1)

**This Decision Shall Become Final**, unless within fifteen (15) days from the date below, you or any interested party appeal to the Employment Appeal Board by submitting either a signed letter or a signed written Notice of Appeal, directly to the **Employment Appeal Board, 4<sup>th</sup> Floor—Lucas Building, Des Moines, Iowa 50319**.

The appeal period will be extended to the next business day if the last day to appeal falls on a weekend or a legal holiday.

STATE CLEARLY

1. The name, address and social security number of the claimant.
2. A reference to the decision from which the appeal is taken.
3. That an appeal from such decision is being made and such appeal is signed.
4. The grounds upon which such appeal is based.

YOU MAY REPRESENT yourself in this appeal or you may obtain a lawyer or other interested party to do so provided there is no expense to Workforce Development. If you wish to be represented by a lawyer, you may obtain the services of either a private attorney or one whose services are paid for with public funds. It is important that you file your claim as directed, while this appeal is pending, to protect your continuing right to benefits.

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(Administrative Law Judge)

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(Decision Dated & Mailed)

Section 96.5(1)j – Temporary Employment

STATEMENT OF THE CASE:

Remedy Intelligent Staffing, Inc. (Remedy) filed an appeal from a representative's decision dated July 25, 2005, reference 05, which held that no disqualification would be imposed regarding Traci Wagner's separation from employment. After due notice was issued, a hearing was held by telephone on August 23, 2005. The employer participated by Wendy Messenbrink, Customer Service Supervisor. Exhibits One and Two were admitted on the employer's behalf. Ms. Wagner did not respond to the notice of hearing.

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. Wagner began working for Remedy, a

temporary placement firm, on November 15, 2004. She was assigned to work full time for Sears. She was released from the assignment on November 29 because of her attendance. She was absent on November 19 to take her daughter to a doctor's appointment. She was absent on November 24 for unknown reasons. Ms. Wagner was absent on November 26 and 27 due to a family emergency. The nature of the emergency is unknown. The final absence was on November 29, when she reported that she would be absent due to her own illness. Ms. Wagner had not been warned about her attendance.

A message was left for Ms. Wagner on November 29 advising that her assignment with Sears had ended. She went to Remedy to turn in her time card, but there has been no other contact since November 29, 2004. In connection with her employment, Ms. Wagner signed an "Acknowledgement Agreement" on November 9, 2004. The document lists 13 different terms of employment, including acknowledgement of having received the employee handbook. One of the terms listed is that Remedy is to be contacted within three working days following the end of an assignment.

#### REASONING AND CONCLUSIONS OF LAW:

At issue in this matter is whether Ms. Wagner was separated from employment for any disqualifying reason. She 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). Ms. Wagner was released from her last assignment and, therefore, it is considered completed. Her release from the assignment with Sears was not for misconduct. Although she had missed time from work, she had not been warned that her continued employment was in jeopardy because of her attendance. Therefore, she did not have an opportunity to try to conform her attendance to the employer's expectations.

Ms. Wagner was not required to continue seeking temporary work through Remedy unless the provisions of Iowa Code section 96.5(1)j were satisfied. The law requires that the temporary employee receive written notice of the need to seek reassignment within three working days of the end of an assignment. The law also requires that such notice be on a document separate from other terms and conditions of the employment. The notice Ms. Wagner signed on November 9, 2004 does not satisfy the requirements of the law as it contains other terms and conditions of the employment aside from the three-day notice requirement. Inasmuch as the notice does not meet legal requirements, it cannot form the basis of a disqualification from benefits.

For the reasons stated herein, the administrative law judge concludes that Ms. Wagner was separated from Remedy for no disqualifying reasons. Accordingly, benefits are allowed.

#### DECISION:

The representative's decision dated July 25, 2005, reference 05, is hereby affirmed. Ms. Wagner was separated from employment for no disqualifying reason. Benefits are allowed, provided she satisfies all other conditions of eligibility.

cfc/kjw