

**IOWA WORKFORCE DEVELOPMENT
UNEMPLOYMENT INSURANCE APPEALS**

JESSICA M CLUTE Claimant REMEDY INTELLIGENT STAFFING INC Employer	<div>68-0157 (9-06) - 3091078 - EI</div> <div>APPEAL NO: 20A-UI-06085-JE-T</div> <div>ADMINISTRATIVE LAW JUDGE DECISION</div> <div>OC: 04/05/20 Claimant: Respondent (2)</div>
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Iowa Code section 96.5(1)j – Voluntary Leaving (Temporary Assignment)

STATEMENT OF THE CASE:

The employer filed a timely appeal from the June 4, 2020, reference 01, decision that allowed benefits to the claimant. After due notice was issued, a hearing was held by telephone conference call before Administrative Law Judge Julie Elder on July 15, 2020. The claimant participated in the hearing. Taylor Rodriguez, Senior Staffing Consultant, participated in the hearing on behalf of the employer.

ISSUES:

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:

Having reviewed all of the evidence in the record, the administrative law judge finds: The claimant was employed as a full-time production worker for Remedy Intelligent Staffing last assigned at Klein Tools from December 5, 2019, to January 3, 2020. On January 4, 2020, the claimant's mother suffered a brain aneurysm in Arizona and the claimant and her sister drove to Arizona. The claimant did not contact the employer before leaving.

The employer has a policy that requires employees to report to the employer for further assignment within three days upon the completion of an assignment. The employer provides the employee a copy of the policy that the employee signs indicating she understands the policy. After the assignment ended January 3, 2020, the claimant failed to report to the employer within three working days as required by written policy and her next communication with the employer regarding additional work was around January 15, 2020.

REASONING AND CONCLUSIONS OF LAW:

For the reasons that follow, the administrative law judge concludes the claimant voluntarily left her employment without good cause attributable to the employer.

Iowa Admin. Code r. 871-24.26.(22) provides:

Voluntary quit with good cause attributable to the employer and separations not considered to be voluntary quits. The following are reasons for a claimant leaving employment with good cause attributable to the employer”

(22) The claimant was hired for a specific period of time and completed the contract of hire by working until this specific periods of time had lapsed. However, this subrule shall not apply to substitute school employees who are subject to the provisions of Iowa Code section 96.4(5) which denies benefits that are based on service in an educational institution when the individual declines or refuses to accept a new contract or reasonable assurance of continued employment status. Under this circumstance, the substitute school employees shall be considered to have voluntarily quit employment.

Iowa Code section 96.5(1)j provides:

An individual shall be disqualified for benefits, regardless of the source of the individual's wage credits:

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.

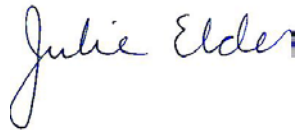
(b) “Temporary employment firm” means a person engaged in the business of employing temporary employees.

The employer has not established misconduct on the part of the claimant as defined by Iowa law. The remaining issue is whether the claimant sought reassignment from the employer as

required by the employer's policy. The employer's policy requires employees to seek reassignment from the employer within three working days after the end of the assignment. The purpose of the policy is to provide notice to the temporary agency employer that the claimant is available for work at the conclusion of each temporary assignment so she may be reassigned and continue working. In this case, the claimant gave the employer no notice of her availability and, therefore, is considered to have quit the employment. Consequently, benefits must be denied.

DECISION:

The June 4, 2020, reference 01, decision is reversed. 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 for wages equal to ten times her weekly benefit amount, provided she is otherwise eligible.



Julie Elder
Administrative Law Judge

July 22, 2020
Decision Dated and Mailed

je/scn