

**IOWA WORKFORCE DEVELOPMENT
UNEMPLOYMENT INSURANCE APPEALS BUREAU**

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

CHAQUITA C QUINN
Claimant

APPEAL NO. 18A-UI-08552-JTT

**ADMINISTRATIVE LAW JUDGE
DECISION**

RANDSTAD US LLC
Employer

OC: 07/08/18
Claimant: Appellant (2)

Iowa Code Section 96.5(1)(j) – Separation From Temporary Employment

Iowa Administrative Code rule 871-24.26(19) – Fulfillment of Contract of Hire

STATEMENT OF THE CASE:

Chaquita Quinn filed a timely appeal from the August 10, 2018, reference 06, decision that disqualified her for benefits and that relieved the employer's account of liability for benefits, based on the Benefits Bureau deputy's conclusion that Ms. Quinn voluntarily quit on July 17, 2018 without good cause attributable to the employer by failing to notify the temporary employment firm within three working days of the completion of an assignment after being told in writing of her obligation to make such contact. After due notice was issued, a hearing was held on August 31, 2018. Ms. Quinn did not respond to the hearing notice instructions to register a telephone number for the hearing and did not participate. Danielle May represented the employer. Department Exhibit D-1 was received into evidence.

ISSUE:

Whether the claimant's separation from the temporary employment agency was for good cause attributable to the employer.

FINDINGS OF FACT:

Having reviewed all of the evidence in the record, the administrative law judge finds: Randstad U.S., L.L.C. is a temporary employment agency. Claimant Chaquita Quinn commenced her employment with Randstad in December 2017. Ms. Quinn worked in a single, full-time, temporary work assignment at Wells Fargo Bank. Ms. Quinn began the assignment on December 18, 2017 and completed the assignment on July 12, 2018. Ms. Quinn's work hours in the assignment were 8:00 a.m. to 5:00 p.m., Monday through Friday. On July 12, 2018, Ms. Quinn telephoned the Randstad office and spoke to Marketing Manager Danielle May. Ms. Quinn told Ms. May that her Wells Fargo manager had notified her that day would be her last in the assignment. Ms. Quinn was upset that the assignment had ended so abruptly and focused on that concern during the call. Ms. Quinn did not ask for a new assignment and did not seek further work through Randstad.

On December 4, 2017, Randstad had Ms. Quinn electronically sign an Employment Policies and Procedures document as part of the onboarding process. The employer did not give Ms. Quinn a copy of the document she electronically signed, but instead left it to Ms. Quinn to decide whether to print the document. The document consisted of slightly more than a page of small-font text. The document contained several headings and included several policy statements including attendance, reporting workplace accidents, reporting client offers of employment, a prohibition of unauthorized overtime, reporting work hours, consent to drug testing, acknowledgment of the FMLA policy, and acknowledgement of the "External Talent Guidebook." Included amongst these other policy statements was the following section:

When my assignment ends:

I understand that:

When an assignment ends, I must call my Randstad US, LLC office within three working days of completion of an assignment and then on a weekly basis to notify the Company that I am available for other assignments.

Failure to do so may result in termination of my employment with Randstad US, LLC, and may jeopardize my eligibility for unemployment benefits.

If I turn down two or more positions that are comparable to jobs I've already worked, the refusal may jeopardize my eligibility for unemployment benefits.

REASONING AND CONCLUSIONS OF LAW:

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.

Iowa Admin. Code r. 871-24.26(19) 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:

(19) The claimant was employed on a temporary basis for assignment to spot jobs or casual labor work and fulfilled the contract of hire when each of the jobs was completed. An election not to report for a new assignment to work shall not be construed as a voluntary leaving of employment. The issue of a refusal of an offer of suitable work shall be adjudicated when an offer of work is made by the former employer. The provisions of Iowa Code section 96.5(3) and rule 24.24(96) are controlling in the determination of suitability of work. 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 employee shall be considered to have voluntarily quit employment.

The evidence in the record establishes a July 12, 2018 separation that was for good cause attributable to the employer. The employer's end-of-assignment notification policy does not comply with the notice requirements set forth at Iowa Code section 96.5(1)(j)(1) and (2). The employer's policy statement is anything but clear and concise. The policy statement interweaves aspects of the statutory language with other requirements not supported by the statute. Nowhere in this less than straightforward policy statement does the policy tell employees that failure to make contact within three working days to seek a new assignment will be deemed a voluntary quit. Further, the employer's policy document buries the end-of-assignment notification requirement amongst the several other policy statements. Because the policy does not comply with Iowa Code section 96.5(1)(j), the statutory provision cannot serve as a basis for disqualifying Ms. Quinn for unemployment insurance benefits. However, the evidence further indicates that the employer did not comply with the additional statutory requirement that the employer ensure that Ms. Quinn read the policy or that employer provided Ms. Quinn with a copy of the document she signed. Ms. Quinn completed her contract of hire by completing the assignment and was under no obligation to seek further work through Randstad. Ms. Quinn is eligible for benefits provided she is otherwise eligible. The employer's account may be charged for benefits.

DECISION:

The August 10, 2018, reference 06, decision is reversed. The claimant's separation from the temporary employment agency was for good cause attributable to the temporary employment agency. The separation was effective July 12, 2018, when the claimant fulfilled the contract of hire. The claimant is eligible for benefits provided she is otherwise eligible. The employer's account may be charged for benefits.

James E. Timberland
Administrative Law Judge

Decision Dated and Mailed

jet/rvs