

**IOWA WORKFORCE DEVELOPMENT
UNEMPLOYMENT INSURANCE APPEALS**

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

BRIAN J ALBERT
Claimant

APPEAL NO. 14A-UI-00102-NT

**ADMINISTRATIVE LAW JUDGE
DECISION**

ROBERT HALF CORPORATION
Employer

OC: 12/08/13
Claimant: Appellant (1)

Section 96.5-1 – Voluntary Quit

STATEMENT OF THE CASE:

Claimant filed a timely appeal from a representative's decision dated December 27, 2013, reference 01, which denied unemployment insurance benefits. After due notice was provided, a telephone hearing was held on January 28, 2014. The claimant participated. The employer participated by Ms. Ryan Kiburz, Senior Staffing Manager. Claimant's Exhibit One was received into evidence.

ISSUE:

The issue is whether the claimant left employment with good cause attributable to the employer.

FINDINGS OF FACT:

The administrative law judge, having considered the evidence in the record, finds: Brian Albert began employment with the Robert Half Corporation on October 31, 2012. Mr. Albert was assigned to work as a Robert Half Corporation employee at the Wells Fargo Bank client location. Mr. Albert worked as a full-time operations analyst and was paid by the hour. His immediate supervisor was Ms. Stacy Laud.

On October 20, 2013, Mr. Albert provided his two-week notice of intention to quit his assignment at the Wells Fargo Bank to be effective November 1, 2013.

Mr. Albert no longer wished to work at the Wells Fargo Bank assignment because he believed that Wells Fargo employees were monitoring the bathroom breaks that he and other Robert Half employees were taking at the Wells Fargo location. Mr. Albert was also dissatisfied because the Wells Fargo client had previously identified him as causing an error and a loss to Wells Fargo. Mr. Albert did not believe that he was at fault, and when a similar occurrence took place approximately one month later, the claimant was able to prove that he was not at fault. Mr. Albert believed that the assertion by Wells Fargo that he had caused the previous loss might diminish his reputation in the banking community and affect future employment opportunities. The most recent accusation that Mr. Albert had caused an error took place on September 5, 2013 and the claimant resolved the issue in his favor with Wells Fargo Bank the following day, September 6, 2013. Following the September 5 and 6 incident, Mr. Albert believed that Wells

Fargo was intentionally withholding training from him on new products and that the lack of training might negatively impact his work performance.

On October 3, 2013, the claimant's supervisor, Ms. Laud, sent the claimant an email inquiring about the claimant's assignment at Wells Fargo and how things were going. It is Robert Half Corporation's practice to have supervisors check with employees assigned to other clients approximately every two weeks to check their status. Mr. Albert concluded that the inquire must have been generated by complaints by Wells Fargo and he responded with an email later that evening stating in part that he was filing harassment complaints against Wells Fargo and Account Temps (Robert Half Corporation). The email expressed dissatisfaction that Ms. Laud had called him and questioned him about the previous error that had been inaccurately attributed to Mr. Albert. Mr. Albert also lamented that the only solution that Robert Half had given to him about the conduct of Wells Fargo employees was for Mr. Albert to go to a different job assignment. Mr. Albert attributed Ms. Laud's previous questions about how he was doing with production and quality to damage caused by Wells Fargo in the claimant's employment relationship with Account Temps. The claimant's email then went on to list other job dissatisfactions at the Wells Fargo location and in the email Mr. Albert then requested that his complaint be forwarded to the client, that he be provided a copy of the contract between Account Temps and Wells Fargo, a copy of his personnel file and the formal procedures for filing a harassment complaint against his supervisor. Mr. Albert also wanted a copy of information that Wells Fargo had provided to Account Temps regarding a mistake and previous loss to Wells Fargo.

In response to the claimant's email, Ms. Laud provided the claimant the toll-free number to the company's hotline so that his concern could be reviewed. Ms. Laud also agreed to provide the claimant any documents that the company was legally required to provide to him.

Mr. Albert contacted the representative on the company's hotline. The hotline suggested that the claimant change job assignments and also indicated that the company would look into the claimant's allegation and may further contact Mr. Albert about the matter. When the claimant heard nothing further from the hotline and had not been transferred to a different job assignment, the claimant tendered his two-week notice of intention to quit the Wells Fargo Bank assignment.

Established company policy requires that employees who are assigned to long-term assignments at a particular employer must provide the Robert Half Corporation a written two-week advance notice of their intention to leave the contracted assignment, before the company can be in the process of finding a different assignment for the worker. This requirement is stated in the company handbook. Although Mr. Albert had made reference in the past to his dissatisfaction with the Wells Fargo assignment and his desire for a different assignment, the claimant had not followed the required procedure by providing office notice prior to his written notice on October 20, 2013. As soon as the Robert Half Corporation received the claimant's required written notice of intention to leave the Wells Fargo assignment, the employer began effort to assignment Mr. Albert a different client assignment. Mr. Albert responded by declining to have his employer find him a different job assignment, stating that he was moving to a different geographic area. The local Robert Half Corporation office did not have the ability to find Mr. Albert a different work assignment in the state of Georgia, but referred the claimant to a Robert Half Corporation facility in that area who handled Georgia job assignments. Mr. Albert completed the two-week notice period and left employment with the Robert Half Corporation.

REASONING AND CONCLUSIONS OF LAW:

The question before the administrative law judge is whether the evidence in the record establishes that the claimant left employment with good cause attributable to the employer. It does not.

Iowa Code section 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.

In general a voluntary quit requires evidence of an intention to sever the employment relationship and an overt act carrying out that intention. See Local Lodge #1426 v. Wilson Trailer, 289 N.W.2d 698, 612 (Iowa 1980) and Peck v. EAB, 492 N.W.2d 438 (Iowa App. 1992). In general, a voluntary quit means discontinuing the employment because the employee no longer desires to remain in the relationship of an employee with the employer. See 871 IAC 24.25.

Quits due to intolerable or detrimental working conditions are deemed to be for good cause attributable to the employer. See 871 IAC 24.26(4). The test is whether a reasonable person would have quit under the circumstances. See Aalbers v. Iowa Department of Job Service, 431 N.W.2d 330 (Iowa 1988) and O'Brien v. Employment Appeal Board, 494 N.W.2d 660 (Iowa 1993).

When a person voluntarily quits the employment due to dissatisfaction with the work environment or inability to work with other employees, the quit is presumed to be without good cause attributable to the employer. See 871 IAC 24.25(21) and (6).

In this matter Mr. Albert was dissatisfied with the work environment and the manner that he was being treated at the Wells Fargo Bank client location. Mr. Albert had expressed his concerns to his immediate supervisor. When his supervisor later sent the claimant an email asking the claimant's input on the assignment and his productivity, it appears, that Mr. Albert concluded that the inquiry had been generated by further complaints from the Wells Fargo Bank. The claimant responded with an email with numerous requests, most of which were not within the control of the Robert Half Corporation or requests for confidential information that the claimant was not privy to. When it had been previously suggested that Mr. Albert should request a different job assignment, the claimant took offense to the suggestion. That suggestion was also made to the claimant via the company's hotline in response to Mr. Albert's complaints.

Because the company is under contractual obligations to supply employees to client locations for specified periods of time, established Robert Half policy requires that employees provide a two-week written advance notice to the company of their desire to leave an assignment, before the employer can begin the process of finding a new assignment for the worker and a replacement at the old assignment position. This requirement is set forth in the company's handbook. As soon as Mr. Albert followed the required procedure, the Robert Half Corporation immediately began preparations for assigning Mr. Albert to a different work assignment but the claimant declined because he had chosen to move to a different geographic area.

For the reasons stated herein the administrative law judge concludes that while Mr. Albert may have had good-cause personal reasons for leaving his assignment at Wells Fargo Bank, they were not good-cause reasons attributable to Robert Half Corporation. Benefits are denied.

DECISION:

The representative's decision dated December 27, 2013, reference 01, is affirmed. The claimant left employment without good cause attributable to the employer. Unemployment insurance benefits are withheld until the claimant has worked in and has been paid wages for insured work equal to ten times his weekly benefit amount, and is otherwise eligible.

Terence P. Nice
Administrative Law Judge

Decision Dated and Mailed

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