

**IOWA WORKFORCE DEVELOPMENT
UNEMPLOYMENT INSURANCE APPEALS BUREAU**

VICKI L NOAH
Claimant

RANDSTAD US LLC
Employer

APPEAL 17A-UI-11330-JP-T

**ADMINISTRATIVE LAW JUDGE
DECISION**

OC: 10/01/17
Claimant: Appellant (2R)

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

STATEMENT OF THE CASE:

The claimant filed an appeal from the October 27, 2017, (reference 01) unemployment insurance decision that denied benefits. The parties were properly notified about the hearing. A telephone hearing was held on November 27, 2017. Claimant participated. Employer participated through market manager Heather Wiming. Official notice was taken of the administrative record with no objection.

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: The employer is an employment agency. Claimant had two assignments through the employer.

Claimant was employed temporarily (four weeks), full-time, as a quality assurance employee last assigned at Ingredion from August 16, 2017, and was separated from the assignment, but not the employment, on September 18, 2017. On August 28, 2017, claimant spoke with Ms. Wiming regarding the disorganization at the assignment. The employer was aware that it was a temporary assignment, which was coming to an end, and scheduled an interview for claimant prior to September 18, 2017. The employer wanted to have something setup for claimant when her assignment ended. Claimant did not contact the employer after her assignment ended on September 18, 2017. Claimant was not aware that she had to contact the employer within three business days after her assignment ended. On September 22, 2017, Ingredion let the employer know that claimant's assignment had ended on September 18, 2017.

On October 3, 2017, Ms. Wiming called claimant and offered her a different assignment with Ingredion. Claimant refused this assignment. Claimant informed the employer that she had a new job starting November 1, 2017.

The employer has a written three day notice policy that requires employees to contact the employer within three business days of the end of their assignment and request a new assignment. The three day notice policy is included with the electronic onboarding process

employees go through when hired. Ms. Wiming is not sure if the three day notice policy is a separate policy or if there are other policies with it. Claimant completed the onboarding on her computer at a coffee shop. Claimant does not have a printer and was unable to print the onboarding paperwork. The employer did not provide claimant with a copy of the onboarding paperwork. The employer did not provide claimant with a signed copy of its three day notice policy.

The employer has a guidebook that is provided to all of its employees. The employer's guidebook is approximately 24 pages. The three day notice policy is not included in the employer's guidebook. Claimant was given a copy of the guidebook.

REASONING AND CONCLUSIONS OF LAW:

For the reasons that follow, the administrative law judge concludes the claimant's separation was with good cause attributable to the employer.

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.

Iowa Code § 96.5(1)(j)(2) specifically requires the temporary employment firm's three day notice policy "shall be *separate* from any contract of employment and a copy of the signed document *shall be provided* to the temporary employee." Iowa Code § 96.5(1)(j)(2)(emphasis added). The employer has a policy requiring claimant to contact it within three business days of the end of their assignment and request an additional assignment. However, claimant was not given "a copy of the *signed* document[.]" Iowa Code § 96.5(1)(j)(2)(emphasis added). The employer also did not present any evidence that the policy was "*separate* from any contract of employment[.]" Iowa Code § 96.5(1)(j)(2)(emphasis added). Since, the employer did not provide any evidence that it presented claimant with a written copy of its three day notice policy, claimant's recollection that she did not receive notice of the policy is credible.

Since the employer did not provide claimant instructions about what to do at the end of the assignment in accordance to Iowa Code § 96.5(1)(j), the separation is not disqualifying. Benefits are allowed.

DECISION:

The October 27, 2017, (reference 01) unemployment insurance decision is reversed. Claimant's separation from employment was attributable to the employer. Benefits are allowed, provided she is otherwise eligible. Any benefits claimed and withheld on this basis shall be paid.

REMAND: The issue of whether claimant refused a suitable offer of work on October 3, 2017 as delineated in the findings of fact is remanded to the Benefits Bureau of Iowa Workforce Development for a fact-finding interview and unemployment insurance decision.

Jeremy Peterson
Administrative Law Judge

Decision Dated and Mailed

jp/rvs