

**IOWA WORKFORCE DEVELOPMENT
UNEMPLOYMENT INSURANCE APPEALS**

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

JUAN F GARCIA

Claimant

APPEAL NO. 15A-UI-02030-JTT

**ADMINISTRATIVE LAW JUDGE
DECISION**

RANDSTAD GENERAL PARTNER US LLC

Employer

OC: 01/04/15

Claimant: Appellant (1)

Iowa Code Section 96.5(1) – Voluntary Quit

STATEMENT OF THE CASE:

Juan Garcia filed a timely appeal from the February 5, 2015, reference 02, decision that disqualified him for benefits and that relieved the employer of liability for benefits, based on an Agency conclusion that the claimant had voluntarily quit on December 10, 2014 without good cause attributable to the employer. After due notice was issued, a hearing was held on March 16, 2015. Claimant participated. Angie Keeler, Manager, represented the employer. Spanish-English interpreter Ike Rocha assisted with the hearing. The hearing in this matter was consolidated with the hearing in Appeal No. 15A-UI-02031-JTT. The administrative law judge took official notice of the Agency's administrative of benefits paid to the claimant.

ISSUE:

Whether the claimant separated from the employment for a reason that disqualifies him for benefits or that relieves the employer of liability for benefits.

FINDINGS OF FACT:

Having reviewed all of the evidence in the record, the administrative law judge finds: Randstad General Partner U.S., L.L.C. is a temporary employment agency. Juan Garcia commenced a full-time, temp-to-hire work assignment at a Heinz plant in Cedar Rapids in July 2014 and last performed work in the assignment on December 9, 2014. Mr. Garcia's regular work hours were 12:30 p.m. to 9:30 p.m., Monday through Friday, with occasional Saturday work. On December 10, 2014, Mr. Garcia learned that his grandfather was seriously ill. Mr. Garcia's grandfather was in Texas. Mr. Garcia's extended family was in Texas. It was not necessary for Mr. Garcia to provide care for his grandfather but he wanted to be with his grandfather and with his extended family under the belief that his grandfather might be about to pass away. Mr. Garcia's primary contact at Randstad had been Account Manager Scott Swallow. Mr. Swallow gone out on a medical leave of absence in August and had not returned by the December, when Mr. Garcia had a need for time away from the assignment. Mr. Garcia notified a representative of Randstad of his need to travel to Texas to be with his grandfather and family. On December 10, Mr. Garcia traveled to Texas. On December 12, Mr. Garcia's grandfather passed away. The grandfather's funeral took place on December 14. On December 19, Mr. Garcia returned to Iowa. On December 22, Mr. Garcia

went to the Heinz plant but the plant was on a temporary shut-down. After the contact with the employer on December 10, Mr. Garcia did not make any further contact with Randstad until January 5, 2015 when he notified Randstad that he intended to return to work at Heinz. Mr. Garcia reported to the Heinz plant, but was advised that his assignment had ended.

REASONING AND CONCLUSIONS OF LAW:

Iowa Code § 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.

Iowa Code § 96.5-1-f 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. But the individual shall not be disqualified if the department finds that:

f. The individual left the employing unit for not to exceed ten working days, or such additional time as may be allowed by the individual's employer, for compelling personal reasons, if so found by the department, and prior to such leaving had informed the individual's employer of such compelling personal reasons, and immediately after such compelling personal reasons ceased to exist the individual returned to the individual's employer and offered the individual's services and the individual's regular or comparable work was not available, provided the individual is otherwise eligible; except that during the time the individual is away from the individual's work because of the continuance of such compelling personal reasons, the individual shall not be eligible for benefits.

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.

It is worth noting that Randstad, not Heinz, was Mr. Garcia's employer. Even if there was not work at the Heinz facility when Mr. Garcia initially returned to Iowa, which would not necessarily mean that Randstad would not have another assignment for Mr. Garcia. Mr. Garcia did not contact the employer to find out whether there was another assignment until January 5, 2015. The evidence in the record indicates that Mr. Garcia had a compelling personal reason for leaving the employment on December 10, 2014 but was then out of contact with the employer, Randstad, for almost a month. Because Mr. Garcia's absence for compelling reasons exceeded 10 working days, Mr. Garcia's absence became a voluntary quit without good cause attributable to the employer. Accordingly, Mr. Garcia is disqualified for benefits until he has worked in and been paid wages for insured work equal to ten times his weekly benefit amount, provided he is otherwise eligible. The employer's account shall not be charged for benefits.

DECISION:

The February 5, 2015, reference 02, decision is affirmed. The claimant voluntarily quit the employment without good cause attributable to the employer effective December 10, 2014. The claimant is disqualified for benefits until he has worked in a been paid wages for insured work equal to ten times his weekly benefit amount, provided he is otherwise eligible. The employer's account shall not be charged.

James E. Timberland
Administrative Law Judge

Decision Dated and Mailed

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