

**IOWA WORKFORCE DEVELOPMENT
UNEMPLOYMENT INSURANCE APPEALS BUREAU**

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

WILLIAM C DICKEY
Claimant

APPEAL NO. 18A-UI-10881-S1-T

**ADMINISTRATIVE LAW JUDGE
DECISION**

RANDSTAD US LLC
Employer

OC: 09/23/18
Claimant: Respondent (1/R)

Section 96.5-1-j – Separation from Temporary Employer
Section 96.3-7 – Overpayment

STATEMENT OF THE CASE:

Randstad US (employer) appealed a representative's October 24, 2018, decision (reference 01) that concluded William Dickey (claimant) was eligible to receive unemployment insurance benefits. After hearing notices were mailed to the parties' last-known addresses of record, a telephone hearing was held on November 19, 2018. The claimant participated personally. The employer participated by Lauren Anderson, Market Manager. The Claimant offered and Exhibit A was received into evidence. Exhibit D-1 was received into evidence.

ISSUE:

The issue is whether the claimant was separated from employment for any disqualifying reason.

FINDINGS OF FACT:

The administrative law judge, having heard the testimony and considered all of the evidence in the record, finds that: The employer is a temporary employment service. The claimant performed services off and on from February 16, 2018 through September 4, 2018. He electronically signed a document on February 13, 2018, indicating he was to contact the employer within three working days following the completion of an assignment and then on a weekly basis to request placement in a new assignment. The document indicates he could be terminated for failure to follow those two requirements. The claimant was not given a copy of the document which was not separate from the contract for hire. For each of the claimant's three assignments, the claimant was required to call the employer and schedule an appointment before going to the employer's office.

The claimant became ill and was unable to work as of September 4, 2018. He went to the hospital on September 6, 2018, with blood pressure issues. He went into a rehabilitation facility on September 8, 2018. The employer notified him his assignment ended on September 14, 2018, and he should come to the office to seek reassignment. The claimant called to schedule an appointment but the employer did not return any of the claimant's calls after September 14, 2018.

The claimant was released to return to work without restrictions on September 27, 2018. He has started a new job at Nordstrom.

The claimant filed for unemployment insurance benefits with an effective date of September 23, 2018. The employer participated personally at the fact-finding interview on October 19, 2018, by Miranda Kulis.

REASONING AND CONCLUSIONS OF LAW:

For the reasons that follow, the administrative law judge concludes the claimant was not separated from employment for any disqualifying reason.

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.

Under the Iowa Code, the employer must advise the claimant of the three day notice requirement and give the claimant a copy of that requirement. The notice requirement must be separate from the contract for hire. The employer did not provide the claimant with the proper

notice requirements and has, therefore, failed to satisfy the requirements of Iowa Code Section 96.5-1-j. Benefits are allowed, provided the claimant is otherwise eligible.

The issue of whether the claimant was able and available for work for the week ending September 29, 2018, is remanded for determination.

DECISION:

The representative's October 24, 2018, decision (reference 01) is affirmed. The claimant was separated from the employer for no cause attributable to the employer. Benefits are allowed, provided the claimant is otherwise eligible.

The issue of whether the claimant was able and available for work for the week ending September 29, 2018, is remanded for determination.

Beth A. Scheetz
Administrative Law Judge

Decision Dated and Mailed

bas/scn