

**IOWA WORKFORCE DEVELOPMENT
UNEMPLOYMENT INSURANCE APPEALS**

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

CHRISTOPHER E HOWARD
Claimant

APPEAL NO. 13A-UI-09188-JTT

**ADMINISTRATIVE LAW JUDGE
DECISION**

RANDSTAD GENERAL PARTNER US LLC
Employer

OC: 07/14/13
Claimant: Appellant (1)

Section 96.5(1) – Voluntary Quit

STATEMENT OF THE CASE:

Christopher Howard filed a timely appeal from the August 6, 2013, reference 02, decision that denied benefits. After due notice was issued, a hearing was held on September 13, 2013. Mr. Howard participated. Lindsay Elson represented the employer and presented additional testimony through Terri Hunter. Exhibits One and Two were received into evidence.

ISSUE:

Whether Mr. Howard separated from the employment for a reason that disqualifies him for unemployment insurance benefits.

FINDINGS OF FACT:

Having reviewed all of the evidence in the record, the administrative law judge finds: The employer is a temporary employment agency. In March 2013, Christopher Howard established his employment relationship with Randstad General Partner U.S., L.L.C., and started a full-time temp-to-hire assignment at Con-Way Freight. Mr. Howard loaded trucks with a fork lift. Mr. Howard had two supervisors at Con-Way, Shawn and Corey. Shawn was a dock supervisor. Corey was the operations manager. On July 11, 2013, Mr. Howard and Shawn got into an argument over the way Mr. Howard had loaded some pallets of freight in a truck. Mr. Howard had a pallet of heavy material on top of a pallet of microwave ovens. Shawn verbally reprimanded Mr. Howard for how he had loaded the freight. The incident escalated after Shawn's tobacco spit landed on Mr. Howard while Shawn was chastising Mr. Howard for the manner in which he loaded the freight. When the incident escalated to an argument, Shawn sent Mr. Howard home for the day. Mr. Howard notified the staff at Randstad that he had been sent home. The staff at Randstad contacted Corey, the operations manager at Con-Way, and made arrangements for Mr. Howard to return to the assignment with Shawn no longer having any supervisory authority over Mr. Howard. Mr. Howard had had earlier encounters with Shawn that had led him to complain to Randstad and that had led to the Con-Way operations manager meeting with Mr. Howard and Shawn to attempt to resolve the situation. Despite the incident on July 11, 2013, the operations manager wanted Mr. Howard to return to the assignment. Mr. Howard declined to return to the assignment. Based on Mr. Howard's refusal to return to the assignment, the Randstad staff agreed to look for a new assignment for Mr. Howard.

However, within a couple weeks of leaving the assignment, Mr. Howard relocated to South Carolina.

REASONING AND CONCLUSIONS OF LAW:

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 Bd., 494 N.W.2d 660 (1993). Aside from quits based on medical reasons, prior notification of the employer before a resignation for intolerable or detrimental working conditions is not required. See Hy-Vee v. EAB, 710 N.W.2d (Iowa 2005).

When an employee quits in response to a reprimand, the quit is presumed to be without good cause attributable to the employer. See Iowa Admin. Code section 871 IAC 24.25(28). When an employee voluntarily quits due to dissatisfaction with the work environment or a personality conflict with a supervisor, the quit is presumed to be without good cause attributable to the employer. See Iowa Admin. Code section 871 IAC 24.25(21) and (22).

The evidence in the record indicates that Mr. Howard had a legitimate complaint about how Shawn supervised his work. That situation led to the argument on July 11, 2013 and to Shawn sending Mr. Howard home that day. The employer and the Con-Way operations manager took reasonable steps on July 11 to resolve the problems in the assignment by removing Shawn as Mr. Howard's supervisor. Despite that, Mr. Howard elected to quit the assignment rather than return to it. In light of the steps taken by the operations manager and the Randstad staff to resolve the problems in the assignment, the weight of the evidence does not establish good cause attributable to the employer for the voluntary quit from the assignment. The weight of the evidence does not support Mr. Howard's assertion that Shawn ended the assignment. Mr. Howard contradicted that testimony through testimony in which he indicated that he continued to be eligible for direct hire at Con-Way. The evidence establishes a quit in response to a reprimand and in response to a personality conflict with a supervisor.

Mr. Howard voluntarily quit the employment without good cause attributable to the employer. Accordingly, Mr. Howard 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 agency representatives August 6, 2013, reference 02, decision is affirmed. The claimant voluntarily quit the employment without good cause attributable to the employer. The claimant 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.

James E. Timberland
Administrative Law Judge

Decision Dated and Mailed

jet/pjs