

**IOWA WORKFORCE DEVELOPMENT
UNEMPLOYMENT INSURANCE APPEALS**

WAYNE L CAMP
Claimant

RANDSTAD US LLC
Employer

APPEAL NO. 20A-UI-12736-JTT

**ADMINISTRATIVE LAW JUDGE
DECISION**

OC: 03/08/20
Claimant: Appellant (2)

Iowa Admin. Code r. 871-24.26(19) – Fulfillment of the Contract of Hire

STATEMENT OF THE CASE:

Wayne Camp filed a timely appeal from the October 8, 2020, reference 03, decision that disqualified him for benefits and that stated the employer's account would not be charged, based on the deputy's conclusion that the claimant voluntarily quit on July 25, 2019 by failing to notify the temporary employment firm within three working days of completing an assignment after having been told in writing of his obligation to make such contact. After due notice was issued, a hearing was held on December 15, 2020. Mr. Camp participated. Karen Corona represented the employer. Exhibits A, B and C were received into evidence. The administrative law judge took official notice of the following Agency administrative records: DBRO and WAGE-A.

ISSUES:

Whether the claimant's July 2019 separation from the temporary employment agency was for good cause attributable to the employer.

If the separation was a disqualifying separation, whether the claimant requalified for benefits subsequent to the separation and prior to the March 8, 2020 original claim for benefits.

FINDINGS OF FACT:

Having reviewed all of the evidence in the record, the administrative law judge finds: Randstad US, L.L.C. is a temporary employment agency. In May 2019, Wayne Camp began a full-time, temp-to-hire work assignment at Gilford and Brown. The work hours were 7:00 a.m. to 3:30 p.m., Monday through Friday. Ms. Camp last performed work in the assignment on July 22, 2019. On July 25, 2019, a Randstad representative notified Mr. Camp that the assignment was ended without telling him the reason the assignment was ended. The claimant business had ended the assignment out of concern for attendance and quality of work. The most recent absence had been on July 5, 2019. The employer lacks information regarding dates and details of the most recent quality of work concern that factored in the assignment being ended. The employer has not provided and was unable to locate any policy document signed by the claimant that obligated him to contact the temporary employment firm within three working days of completing assignment or be deemed to have voluntarily quit and risk being disqualified for unemployment insurance benefits. On July 25, 2019, the Randstad

representative agreed to look for a new assignment for Mr. Camp, but did not have a new assignment available for him at the time. After waiting a couple weeks for a new assignment, Mr. Camp accepted new employment with a different employer and began that new employment in August 2019. Mr. Camp earned insured wages equal to or greater than 10 times his weekly benefit amount between the time of his July 2019 separation from this employer and the original claim that was effective March 8, 2020.

REASONING AND CONCLUSIONS OF LAW:

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.

The evidence in the record establishes a July 25, 2019 separation that was for good cause attributable to the temporary employment firm. The claimant completed his assignment effective July 25, 2019. Termination of the assignment was not based on any misconduct in connection with the assignment. See Iowa Code section 96.5(2)(a) and Iowa Admin. Code r. 871-24.32(1)(a) (regarding discharges for misconduct in connection with the employment). The employer presented insufficient evidence to establish compliance with the notification requirements set forth at Iowa Code section 96.5(1)(j)(2). Accordingly, Mr. Camp fulfilled his contract of hire effective July 25, 2019, when he completed the assignment and was under no obligation to seek further assignments through Randstad. Mr. Camp is eligible for benefits provided he is otherwise eligible. The employer's account may be charged for benefits.

Iowa Code section 96.5(1)g 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:

g. The individual left work voluntarily without good cause attributable to the employer under circumstances which did or would disqualify the individual for benefits, except as provided in paragraph "a" of this subsection but, subsequent to the leaving, the individual worked in and was paid wages for insured work equal to ten times the individual's weekly benefit amount, provided the individual is otherwise eligible.

Even if Mr. Camp had separated from this employer for some disqualifying reason, Iowa Workforce Development records reflect that he would have requalified for benefits through additional wages earned from insured work prior to establishing the original claim that was effective March 8, 2020.

DECISION:

The October 8, 2020, reference 03, decision is reversed. The claimant's July 25, 2019 separation from the temporary employment agency was based on fulfillment of contract of hire and was for good cause attributable to the temporary employment agency. The claimant is eligible for benefits provided he is otherwise eligible. The employer's account may be charged for benefits.

A handwritten signature in cursive script that reads "James E. Timberland". The signature is written in dark ink on a light gray rectangular background.

James E. Timberland
Administrative Law Judge

December 28, 2020
Decision Dated and Mailed

jet/scn