

**IOWA WORKFORCE DEVELOPMENT
UNEMPLOYMENT INSURANCE APPEALS BUREAU**

BRILEY A ROBERTSON
Claimant

APPEAL 22A-UI-08931-AD-T

**ADMINISTRATIVE LAW JUDGE
DECISION**

RANDSTAD US LLC
Employer

**OC: 04/25/21
Claimant: Respondent (1)**

Iowa Code § 96.5(1) – Voluntary Quitting
Iowa Code § 96.5(2)a – Discharge for Misconduct
Iowa Code § 96.3(7) – Recovery of Benefit Overpayment
Iowa Admin. Code r. 871-24.10 – Employer/Representative Participation Fact-finding Interview
Iowa Code § 96.5(1)J – Temporary Employment

STATEMENT OF THE CASE:

On April 11, 2022, Randstad US LLC (employer/appellant) filed an appeal from the Iowa Workforce Development (“IWD”) decision dated April 1, 2022 (reference 04) that allowed unemployment insurance benefits based on a finding that claimant was employed on a temporary basis, worked until February 25, 2022 when the assignment was completed, and was not informed in writing of the need to notify the temporary employment firm within three working days of the completion of the last work assignment.

A telephone hearing was held on May 20, 2022. The parties were properly notified of the hearing. Employer participated by Account Manager Karen Corona. Briley Robertson (claimant/respondent) did not appear or participate.

Employer’s Exhibit 1 was admitted. Official notice was taken of the administrative record.

ISSUE(S):

- I. Was there a disqualifying separation from employment?

FINDINGS OF FACT:

Having reviewed all of the evidence in the record, the administrative law judge finds:

Claimant worked for employer as a temporary employee. The most recent assignment began on July 6, 2021. That assignment ended on February 25, 2022. The assignment ended due to a lack of work Claimant’s direct manager informed claimant of the assignment ending on February 23, 2022. Claimant did not reach out for further assignment after that time. Claimant did electronically sign a copy of employer’s policies, including its policy requiring employees contact employer within three days of an assignment ending to notify employer of their availability for further assignment. Ms. Corona is unsure whether claimant received a written copy of that document.

REASONING AND CONCLUSIONS OF LAW:

For the reasons set forth below, the decision dated April 1, 2022 (reference 04) that allowed unemployment insurance benefits based on a finding that claimant was employed on a temporary basis, worked until February 25, 2022 when the assignment was completed, and was not informed in writing of the need to notify the temporary employment firm within three working days of the completion of the last work assignment is AFFIRMED.

- I. Was the separation a layoff, discharge for misconduct, or voluntary quit without good cause?

Iowa Code section 96.5(1) 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 provides in relevant part:

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:

- (15) Employee of temporary employment firm.

a. The individual is a temporary employee of a temporary employment firm who notifies the temporary employment firm within three days of completion of an employment assignment and seeks reassignment under the contract of hire. The employee must be advised by the employer of the notification requirement in writing and receive a copy.

b. The individual shall be eligible for benefits under this subrule if the individual has good cause for not contacting the employer within three days and did notify the employer at the first reasonable opportunity.

c. Good cause is a substantial and justifiable reason, excuse or cause such that a reasonable and prudent person, who desired to remain in the ranks of the employed, would find to be adequate justification for not notifying the employer. Good cause would include the employer's going out of business; blinding snow storm; telephone lines down; employer closed for vacation; hospitalization of the claimant; and other substantial reasons.

d. Notification may be accomplished by going to the employer's place of business, telephoning the employer, faxing the employer, or any other currently acceptable means of communications. Working days means the normal days in which the employer is open for business.

Claimant has the burden of proving that the voluntary leaving was for good cause attributable to the employer. Iowa Code § 96.6(2). The employer has the burden of proving that a claimant's departure from employment was voluntary. *Irving v. Emp't Appeal Bd.*, 883 N.W.2d 179 (Iowa 2016). "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". *Id.* (citing *Cook v. Iowa Dept. of Job Service*, 299 N.W.2d 698, 701 (Iowa 1980)).

"Good cause" for leaving employment must be that which is reasonable to the average person, not to the overly sensitive individual or the claimant in particular. *Uniweld Products v. Industrial Relations Commission*, 277 S.2d 827 (Florida App. 1973). While a notice of intent to quit is not required to obtain unemployment benefits where the claimant quits due to intolerable or detrimental working conditions, the case for good cause is stronger where the employee complains, asks for correction or accommodation, and employer fails to respond. *Hy-Vee Inc. v. EAB*, 710 N.W.2d 1 (Iowa 2005).

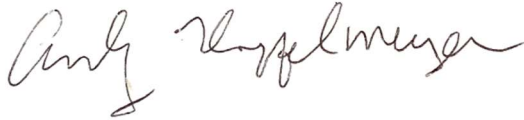
Iowa unemployment insurance law disqualifies claimants who voluntarily quit employment without good cause attributable to the employer or who are discharged for work-connected misconduct. Iowa Code §§ 96.5(1) and 96.5(2)a. A voluntary quitting of employment requires that an employee exercise a voluntary choice between remaining employed or terminating the employment relationship. *Wills v. Emp't Appeal Bd.*, 447 N.W.2d 137, 138 (Iowa 1989); *Peck v. Emp't Appeal Bd.*, 492 N.W.2d 438, 440 (Iowa Ct. App. 1992). A voluntary leaving of employment requires an intention to terminate the employment relationship accompanied by an overt act of carrying out that intention. *Local Lodge #1426 v. Wilson Trailer*, 289 N.W.2d 608, 612 (Iowa 1980).

Employer has not carried its burden of proving claimant's departure from employment was voluntary and without good cause attributable to employer. Employer has not shown claimant was properly advised in writing of the duty to notify the temporary employment firm upon completion of an employment assignment. Absent proper notification claimant's failure to request further assignment within three working days does not constitute a voluntary separation from employment.

The administrative law judge further finds that there is no indication claimant was discharged due to misconduct and so the separation from employment is not disqualifying on that basis, either.

DECISION:

The decision dated April 1, 2022 (reference 04) that allowed unemployment insurance benefits based on a finding that claimant was employed on a temporary basis, worked until February 25, 2022 when the assignment was completed, and was not informed in writing of the need to notify the temporary employment firm within three working days of the completion of the last work assignment is AFFIRMED.



Andrew B. Duffelmeyer
Administrative Law Judge

May 24, 2022
Decision Dated and Mailed

abd/abd