

**IOWA WORKFORCE DEVELOPMENT  
UNEMPLOYMENT INSURANCE APPEALS BUREAU**

**DALLAS L HOFER**  
Claimant

**SECURITAS SECURITY SERVICES USA**  
Employer

**APPEAL 19A-UI-07420-AW-T**  
**ADMINISTRATIVE LAW JUDGE**  
**DECISION**

**OC: 08/18/19**  
**Claimant: Appellant (1)**

Iowa Code § 96.5(1) – Voluntary Quitting

**STATEMENT OF THE CASE:**

Claimant/appellant filed an appeal from the September 9, 2019 (reference 01) unemployment insurance decision that denied benefits. The parties were properly notified of the hearing. A telephone hearing was held on October 10, 2019, at 1:00 p.m. Claimant participated. Employer participated through Lesley Buhler, Hearing Representative. Sarah Clark, Human Resources Manager, was a witness for employer. No exhibits were admitted.

**ISSUE:**

Whether claimant's separation was a voluntary quit without good cause attributable to employer.

**FINDINGS OF FACT:**

Having reviewed all of the evidence in the record, the administrative law judge finds: Claimant was employed as a full-time security officer from June 21, 2017 until her employment with Securitas Security Services USA ended on August 20, 2019. Claimant had several assignments while employed with Securitas Security Services USA; claimant's last assignment was with Menards in Moline, Illinois.

Claimant was absent from work on August 18, 2019 and August 19, 2019 due to illness. Claimant notified employer of her absence on August 18, 2019, but did not notify employer again on August 19, 2019. Employer's scheduling manager sent claimant a text message on August 19, 2019 that stated claimant's schedule would be covered, that claimant was relieved of her responsibilities and that a no-call/no-show is an automatic dismissal of claimant's job. Claimant replied asking if she was fired, but received no response.

On August 20, 2019, at employer's request, claimant met with Sarah Clark, Human Resources Manager, and the scheduling manager. Clark explained that claimant's assignment at Menards had been terminated but that her employment with Securitas Security Services USA had not been terminated. Clark told claimant that employer had other assignments. Claimant asked employer what the assignments were. Employer could not recall specific assignments at that time but told claimant that employer would have to look. Claimant stood, stated that she was

taking the text message at face value, and left the office. Claimant alleges she was terminated from employment via text message on August 19, 2019.

Employer did not terminate claimant's employment. Employer had continuing work available for claimant. Claimant's employment with Securitas Security Services USA was not in jeopardy.

### **REASONING AND CONCLUSIONS OF LAW:**

For the reasons that follow, the administrative law judge concludes claimant was not discharged from her employment; claimant voluntarily quit her employment without good cause attributable to employer. Benefits are denied.

Iowa Code section 96.5(1) provides that an individual shall be disqualified for benefits if the individual has left work voluntarily without good cause attributable to the employer.

While the employer has the burden to establish the separation was a voluntary quitting of employment rather than a discharge, claimant has the burden of proving that the voluntary leaving was for good cause attributable to the employer. Iowa Code § 96.6(2). 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). Generally, when an individual mistakenly believes they are discharged from employment, but was not told so by the employer, and they discontinue reporting for work, the separation is considered a quit without good cause attributable to the employer. *LaGrange v. Iowa Dep't of Job Serv.*, (No. 4-209/83-1081, Iowa Ct. App. filed June 26, 1984).

It is the duty of the administrative law judge, as the trier of fact, to determine the credibility of witnesses, weigh the evidence and decide the facts in issue. *Arndt v. City of LeClaire*, 728 N.W.2d 389, 394-395 (Iowa 2007). The administrative law judge may believe all, part or none of any witness's testimony. *State v. Holtz*, 548 N.W.2d 162, 163 (Iowa App. 1996). In assessing the credibility of witnesses, the administrative law judge should consider the evidence using his or her own observations, common sense and experience. *Id.* In determining the facts, and deciding what testimony to believe, the fact finder may consider the following factors: whether the testimony is reasonable and consistent with other evidence you believe; whether a witness has made inconsistent statements; the witness's appearance, conduct, age, intelligence, memory and knowledge of the facts; and the witness's interest in the trial, their motive, candor, bias and prejudice. *Id.*

The findings of fact show how I have resolved the disputed factual issues in this case. I assessed the credibility of the witnesses who testified during the hearing, considering the applicable factors listed above, and using my own common sense and experience. I find the employer's testimony to be more credible than the claimant's testimony. Specifically, claimant's actions and testimony are inconsistent. Claimant alleges she was terminated via text message on August 19, 2019; however, claimant attended a meeting with employer on August 20, 2019 and discussed other assignments during the meeting. These are not the actions of someone who believes they are no longer an employee. Any belief claimant had that she was terminated was not reasonable when she left the meeting on August 20, 2019.

Claimant was not discharged by employer. Claimant's assumption that she had been fired was erroneous. Claimant voluntarily quit her employment on August 20, 2019. Claimant has not met her burden of proving good cause attributable to employer. Benefits are denied.

**DECISION:**

The September 9, 2019 (reference 01) unemployment insurance decision is affirmed. Benefits are denied until claimant has worked in and been paid wages for insured work equal to ten times her weekly benefit amount, provided she is otherwise eligible.

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Adrienne C. Williamson  
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Decision Dated and Mailed

acw/rvs