

**IOWA WORKFORCE DEVELOPMENT  
UNEMPLOYMENT INSURANCE APPEALS**

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

**MOLLY M BROWN**  
Claimant

**APPEAL NO. 08A-UI-04692-MT**

**ADMINISTRATIVE LAW JUDGE  
AMENDED DECISION**

**DES STAFFING SERVICES INC**  
Employer

**OC: 04/06/08 R: 03  
Claimant: Respondent (1)**

Section 96.5-1 – Voluntary Quit

**STATEMENT OF THE CASE:**

An appeal was filed from a representative's decision dated May 12, 2008, reference 05. A hearing was scheduled for June 2, 2008. Prior to the hearing being held, a withdrawal decision was entered erroneously granting the withdrawal. The prior withdrawal decision is vacated and this decision substituted. A hearing was then held on June 2, 2008, with claimant participating and employer participating by and through Amy MacGregor, Human Resource Manager.

**ISSUE:**

The issue in this matter is whether claimant quit for good cause attributable to employer.

**FINDINGS OF FACT:**

The administrative law judge, having heard the testimony and having considered all of the evidence in the record, finds: Claimant last worked for employer on December 29, 2007. Claimant quit due to a significant reduction in the rate of pay. Claimant informed the employer in person two days before she was going to quit. Claimant asked for further assignment and none was available. Employer deems an employee to have quit if they do not call within three days of the end of an assignment.

**REASONING AND CONCLUSIONS OF LAW:**

The administrative law judge holds that the evidence has established that claimant voluntarily quit for good cause attributable to employer when claimant terminated the employment relationship because of a significant change in the contract of hire. Claimant did inform the employer within three days of the end of the assignment. Claimant quit due to a significant change in the contract of hire that is a quit for cause attributable to employer. Benefits allowed.

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.

871 IAC 24.26(1) 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:

(1) A change in the contract of hire. An employer's willful breach of contract of hire shall not be a disqualifiable issue. This would include any change that would jeopardize the worker's safety, health or morals. The change of contract of hire must be substantial in nature and could involve changes in working hours, shifts, remuneration, location of employment, drastic modification in type of work, etc. Minor changes in a worker's routine on the job would not constitute a change of contract of hire.

Iowa Code section 96.5-1-j 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, but the individual shall not be disqualified if the department finds that:

j. 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.

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.

For the purposes of this paragraph:

(1) "Temporary employee" means an individual who is employed by a temporary employment firm to provide services to clients to supplement their work force during

absences, seasonal workloads, temporary skill or labor market shortages, and for special assignments and projects.

(2) "Temporary employment firm" means a person engaged in the business of employing temporary employees.

**DECISION:**

The decision of the representative dated May 12, 2008, reference 05, is affirmed. The prior withdrawal decision is vacated. Claimant is entitled to receive unemployment insurance benefits, provided other eligibility requirements have been satisfied.

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Marlon Mormann  
Administrative Law Judge

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Decision Dated and Mailed

mdm/kjw/kjw