

**IOWA WORKFORCE DEVELOPMENT  
UNEMPLOYMENT INSURANCE APPEALS**

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

**LACEY K DEJAYNES**  
Claimant

**APPEAL NO. 09A-UI-05769-JTT**

**ADMINISTRATIVE LAW JUDGE  
DECISION**

**TEMP ASSOCIATES**  
Employer

**OC: 07/13/09**  
**Claimant: Appellant (5)**

Iowa Code section 96.5(1) – Voluntary Quit

**STATEMENT OF THE CASE:**

Lacey DeJaynes filed a timely appeal from the March 30, 2009, reference 05, decision that denied benefits. After due notice was issued, a hearing was held on May 8, 2009. Ms. DeJaynes participated. Account Manager Brenda Tee represented the employer and presented additional testimony through Account Manager Jenny McNeil. Exhibit One was received into evidence.

**ISSUE:**

Whether Ms. DeJaynes separated from her temporary work assignment for a reason that disqualifies her for unemployment insurance benefits.

Whether Ms. DeJaynes separated from the temporary employment agency for a reason that disqualifies her for unemployment insurance benefits.

**FINDINGS OF FACT:**

Having reviewed all of the evidence in the record, the administrative law judge finds: Lacy DeJaynes established her employment relationship with Temp Associates of Burlington in November 2008 and worked in two temporary employment work assignments. The first assignment ended on December 12, 2008. The second assignment started on January 19, 2009. The second assignment was a full-time production work assignment at Antennacraft.

The hours of the assignment were 6:30 a.m. to 5:30 p.m., Monday through Thursday, and 6:30 a.m. to 3:00 p.m. on Friday. Teresa Giffin was the Production Manager/Supervisor at Antennacraft who supervised Ms. DeJaynes employment.

Ms. DeJaynes last appeared and performed work in her assignment on March 5, 2009. On March 4, Ms. DeJaynes had spoken to Temp Associates Account Manager Brenda Tee about her desire to end the assignment at Antennacraft and obtain a new assignment. Ms. DeJaynes expressed dissatisfaction about the assignment. Ms. Tee told Ms. DeJaynes that if she wanted to pursue a new assignment, she would first need to give appropriate notice to the Antennacraft that she would be leaving that assignment.

On March 5, Ms. DeJaynes left Antennacraft at lunch time and did not return. Ms. DeJaynes went to the Temp Associates office to collect her paycheck. Account Manager Jenny McNeil provided the paycheck to Ms. DeJaynes. Ms. McNeil also handed Ms. DeJaynes a written reprimand concerning a prior absence. Ms. DeJaynes did not adequately review the document and jumped to the erroneous conclusion that the document discharged her from the assignment. Ms. DeJaynes left the Temp Associates office and did not return or make further contact with Temp Associates or Antennacraft.

On March 6, Shelly Moyers, Human Resources Manager at Antennacraft, and Ms. Giffin, the Production Manager/Supervisor at Antennacraft, each contacted Temp Associates by e-mail to ask whether Ms. DeJaynes had quit or would be returning to the assignment.

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

A discharge is a termination of employment initiated by the employer for such reasons as incompetence, violation of rules, dishonesty, laziness, absenteeism, insubordination, or failure to pass a probationary period. 871 IAC 24.1(113)(c). A quit is a separation initiated by the employee. 871 IAC 24.1(113)(b). 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.

ref 1

The weight of the evidence indicates that Ms. DeJaynes voluntarily quit the work assignment at Antennacraft. Ms. DeJaynes had expressed dissatisfaction with the assignment on March 4. On March 5, Ms. DeJaynes left the assignment at lunch break and did not return. Both the Antennacraft supervisor and the Antennacraft human resources manager contacted Temp Associates to see what had happened to Ms. DeJaynes and whether she would be returning to the assignment. This conduct is inconsistent with a discharge from the assignment. The weight of the evidence indicates that continued work was available. Ms. DeJaynes did not complete the assignment. The weight of the evidence indicates that Ms. DeJaynes voluntarily quit the assignment due to dissatisfaction with the assignment and due to a personality conflict with the supervisor. Quits for these reasons are presumed to be without good cause attributable to the employer. See 871 IAC 24.25(21) and (22).

The weight of the evidence indicates that Ms. DeJaynes voluntarily separated from her employment with Temp Associates. The evidence indicates that Ms. DeJaynes quit in response to the reprimand Ms. McNeil handed her on March 5. Any conclusion Ms. DeJaynes' part that the reprimand discharged her from the assignment or from the employment with Temp Associates was unreasonable. Quits in response to reprimands are presumed to be without good cause attributable to the employer. See 871 IAC 24.25(28).

During the hearing, Ms. DeJaynes referenced an unresolved safety issue at Antennacraft. Ms. DeJaynes had not expressed to Temp Associates concern about an unresolved safety issue. Mr. DeJaynes provided conflicting testimony with regard to the alleged safety concern. On that one hand, Ms. DeJaynes testified that Antennacraft was very concerned with safety and held regular meetings to address safety. On the other hand, Ms. DeJaynes testified to unresolved safety issues related to the machine she operated. The weight of the evidence fails to establish that Ms. Thomas' separation from the employment was prompted a safety concern.

Ms. DeJaynes voluntarily quit the temporary employment assignment and the employment with the temporary employment agency without good cause attributable to the employer. Accordingly, Ms. DeJaynes is disqualified for benefits until she has worked in and been paid wages for insured work equal to ten times her weekly benefit amount, provided she is otherwise eligible. The employer's account shall not be charged for benefits paid to Ms. DeJaynes.

**DECISION:**

The Agency representatives March 30, 2009, reference 05 decision is modified as follows. The claimant voluntarily quit the temporary employment assignment and the employment with the temporary employment agency without good cause attributable to the employer. The claimant is disqualified for benefits until she has worked in a been paid wages for insured work equal to ten times her weekly benefit amount, provided she is otherwise eligible. The employer's account shall not be charged.

---

James E. Timberland  
Administrative Law Judge

---

Decision Dated and Mailed

jet/