

**IOWA WORKFORCE DEVELOPMENT
UNEMPLOYMENT INSURANCE APPEALS**

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

ASHLEY Y RIDGELY
Claimant

APPEAL NO. 13A-UI-13087-VST

**ADMINISTRATIVE LAW JUDGE
DECISION**

TEAM STAFFING SOLUTIONS INC
Employer

OC: 10/13/13
Claimant: Appellant (1)

Section 96.5-1 – Voluntary Quit
Section 96.5-1-j –Temporary Employment

STATEMENT OF THE CASE:

The claimant filed an appeal from a representative's decision dated November 15, 2013, reference 01, which held that the claimant was ineligible for unemployment insurance benefits. After due notice, a hearing was held on December 16, 2013, by telephone conference call. The claimant participated personally. Diana Ridgely was a witness for the claimant. The employer was represented by Sarah Fiedler, Human Resources Generalist, and Blake Radel, General Manager at the Mount Pleasant location.

ISSUE:

Whether the claimant voluntarily left for good cause attributable to the employer.

FINDINGS OF FACT:

The administrative law judge, having heard the testimony of the witnesses and having considered all of the evidence in the record, makes the following findings of fact:

The employer is a temporary staffing agency. The claimant accepted an assignment with Alaniz Metro Group on April 15, 2013. This assignment was a temp-to-hire and the claimant was informed that she would start on the day shift but would have to transfer to either second shift or third shift if she was hired by Alaniz. In mid-September the claimant was told that she would have to move to second or third shift. The claimant said that she only wanted to work first shift. During the first week in October the claimant was asked to switch to overnight if she wanted a permanent position with Alaniz. She declined. The claimant's assignment was over on October 16, 2013. The claimant did not request another assignment.

The claimant signed a separate form for the employer, which stated that if an assignment came to an end the claimant had to request another assignment within three business days or be considered a voluntary quit.

REASONING AND CONCLUSIONS OF LAW:

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.

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.

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.

The claimant is not eligible for unemployment insurance benefits. The findings of fact show how the credibility issues in this case were decided. The claimant's testimony is not credible. The testimony from Ms. Fiedler and Ms. Radel showed that the claimant was put in a temp to hire position and that she was specifically informed that she would have to switch to second or third shift if she were hired by the client. The claimant was informed twice that she would have to move to second or third shift prior to the assignment's end on October 16, 2013. The claimant told the employer and the employer's client that she only wanted to work first shift.

The claimant's testimony that she requested another assignment is rejected in its entirety. The claimant had two telephone conversations with Ms. Radel on October 16, 2013. During the first conversation, Ms. Radel told the claimant the assignment would be ending since the claimant did not want to work the evening shift. The claimant did not request another assignment. In the second phone call, the claimant reported a rash and said it was work related. She became very angry when told that she would be able to see a doctor the next day. She then told the employer that she would sue the employer. This is not the conduct of someone who wanted to work for the employer. The claimant severed the employment relationship. She voluntarily quit her job without good cause attributable to the employer. Benefits are denied.

DECISION:

The decision of the representative dated November 15, 2013, reference 01, is affirmed. Unemployment insurance benefits shall be withheld until claimant has worked in and been paid wages for insured work equal to ten times claimant's weekly benefit amount, provided claimant is otherwise eligible.

Vicki L. Seeck
Administrative Law Judge

Decision Dated and Mailed

vls/css