

IOWA WORKFORCE DEVELOPMENT  
Unemployment Insurance Appeals Section  
1000 East Grand—Des Moines, Iowa 50319  
DECISION OF THE ADMINISTRATIVE LAW JUDGE  
68-0157 (7-97) – 3091078 - EI

NANCY L HENNIGAR  
407 – 1<sup>ST</sup> ST  
GRAFTON IA 50440

EXPRESS SERVICES INC  
PO BOX 720660  
OKLAHOMA CITY OK 73172

Appeal Number: 04A-UI-02950-CT  
OC: 11/23/03 R: 02  
Claimant: Respondent (3)

**This Decision Shall Become Final**, unless within fifteen (15) days from the date below, you or any interested party appeal to the Employment Appeal Board by submitting either a signed letter or a signed written Notice of Appeal, directly to the **Employment Appeal Board, 4<sup>th</sup> Floor—Lucas Building, Des Moines, Iowa 50319**.

The appeal period will be extended to the next business day if the last day to appeal falls on a weekend or a legal holiday.

STATE CLEARLY

1. The name, address and social security number of the claimant.
2. A reference to the decision from which the appeal is taken.
3. That an appeal from such decision is being made and such appeal is signed.
4. The grounds upon which such appeal is based.

YOU MAY REPRESENT yourself in this appeal or you may obtain a lawyer or other interested party to do so provided there is no expense to Workforce Development. If you wish to be represented by a lawyer, you may obtain the services of either a private attorney or one whose services are paid for with public funds. It is important that you file your claim as directed, while this appeal is pending, to protect your continuing right to benefits.

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(Administrative Law Judge)

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(Decision Dated & Mailed)

Section 96.5(1) – Voluntary Quit  
Section 96.3(7) – Recovery of Overpayments

STATEMENT OF THE CASE:

Express Services, Inc. filed an appeal from a representative's decision dated March 11, 2004, reference 07, which held that no disqualification would be imposed regarding Nancy Hennigar's separation from employment. After due notice was issued, a hearing was held by telephone on April 8, 2004. Ms. Hennigar participated personally. The employer participated by Jamie Mullins, Staffing Consultant.

#### FINDINGS OF FACT:

Having heard the testimony of the witnesses and having reviewed all the evidence in the record, the administrative law judge finds: On January 5, 2004, Ms. Hennigar was placed on an assignment with North Iowa Oral Surgery. It was initially anticipated that the assignment would last until the end of March of 2004. During the course of the assignment, Ms. Hennigar notified Express Services, Inc. on a number of occasions that she was experiencing difficulties with coworkers on the assignment. She never threatened to quit the assignment because of these problems.

Ms. Hennigar provided North Iowa Oral Surgery with her résumé in hopes of securing regular employment with them. On February 9, she asked the supervisor about the possibility of being hired and was told that the matter would be looked into. On February 11, Ms. Hennigar was told that someone else would fill the available opening and that there were from three to four weeks remaining on her temporary assignment. On February 13, the supervisor, apparently having talked to Express Services, Inc., spoke with her about problems she was having with coworkers and offered to have a meeting with them to try to resolve the problems. The supervisor also advised Ms. Hennigar that she would only be working an additional two to three days as the individual they were hiring did not need to give notice before starting. Ms. Hennigar told the supervisor that she did not want her to meet with other staff members since she was only going to be there a few more days. She then decided that she would not return for the remaining two or three days of the assignment and notified Express Services, Inc. of this decision.

Ms. Hennigar was subsequently offered work on February 25 and again in early March. The jobs were all for at least 40 hours per week. The pay ranged from \$7.50 to \$8.40 per hour. Ms. Hennigar declined the offers either because she did not feel she would be able to perform the work required or because she had accepted a different assignment. She began working a full-time assignment on March 22, 2004.

Ms. Hennigar filed an additional claim for job insurance benefits effective February 15, 2004. The average weekly wage paid to her during that quarter of her base period in which her wages were highest was \$421.89. She was paid \$238.00 in job insurance benefits for the week ending February 21, 2004.

#### REASONING AND CONCLUSIONS OF LAW:

At issue in this matter is whether Ms. Hennigar was separated from employment for any disqualifying reason. She was hired for placement in temporary work assignments. An individual so employed must complete her last assignment in order to avoid the voluntary quit provisions of the law. See 871 IAC 24.26(19). When she filed her additional claim effective February 15, 2004, Ms. Hennigar was unemployed because she had left her assignment at North Iowa Oral Surgery. Since she did not work the remaining few days of the assignment, the administrative law judge must conclude that she did not complete the assignment. Therefore, her separation on February 13 constituted a voluntary quit.

An individual who leaves employment voluntarily is disqualified from receiving job insurance benefits unless the quit was for good cause attributable to the employer. Iowa Code Section 96.5(1). Ms. Hennigar had the burden of proving that her quit was for good cause attributable to the employer. Iowa Code Section 96.6(2). She left the assignment early because of the actions of her coworkers at North Iowa Oral Surgery. Although she had made Express

Services, Inc. aware of the problems, she did not give notice that she intended to quit the assignment because of the problems. Express Services, Inc. did advise the client company of Ms. Hennigar concerns and the client company expressed willingness to try to resolve the issues. It was Ms. Hennigar who declined the offer to mediate the differences she was having with coworkers. Because there was no fair and reasonable opportunity for the employer to try to eliminate the problem which caused Ms. Hennigar to quit, her quit was without good cause attributable to the employer.

At the time of separation, Ms. Hennigar had been advised that the assignment was going to end during the week ending February 21, 2004. An individual who quits in advance of an announced layoff is disqualified from receiving benefits from the last day worked until the effective date of the separation. See 871 IAC 24.26(13). Because the separation occurred during the week ending February 21, Ms. Hennigar is disqualified from receiving benefits for that week. The \$238.00 she received in job insurance benefits for the week ending February 21, 2004 now constitutes an overpayment and must be repaid. Iowa Code Section 96.3(7).

It is true that Ms. Hennigar declined work offers in February and March. However, none of the jobs offered paid at least 100 percent of the average weekly wage paid to her during that quarter of her base period in which her wages were highest. See Iowa Code Section 96.5(3)a. Accordingly, no disqualification would be imposed for the refusals.

DECISION:

The representative's decision dated March 11, 2004, reference 07, is hereby modified. Ms. Hennigar voluntarily quit her employment in advance of a layoff for no good cause attributable to the employer. Benefits are allowed effective February 22, 2004, provided she satisfies all other conditions of eligibility. Ms. Hennigar has been overpaid \$238.00 in job insurance benefits for the week ending February 21, 2004.

cfc/b