

**IOWA WORKFORCE DEVELOPMENT  
UNEMPLOYMENT INSURANCE APPEALS BUREAU**

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**DESIRAE D HANNER**  
Claimant

**ELITE STAFFING LLC**  
Employer

**APPEAL 18A-UI-11070-AW-T**

**ADMINISTRATIVE LAW JUDGE  
DECISION**

**OC: 10/14/18  
Claimant: Appellant (1)**

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Iowa Code § 96.5(1) – Voluntary Quitting  
Iowa Code § 96.5(1)(j) – Voluntary Quitting – Temporary Staffing Firm  
Iowa Admin r. 871-24.25 – Voluntary Quit Without Good Cause  
Iowa Admin r. 871-24.26 – Voluntary Quit With Good Cause

**STATEMENT OF THE CASE:**

Desirae Hanner, Claimant, filed an appeal from the November 6, 2018 (reference 05) unemployment insurance decision that denied benefits because she voluntarily quit work with Elite Staffing LLC when she failed to notify the temporary employment firm within three working days of her assignment ending. The parties were properly notified of the hearing. A telephone hearing was held on November 29, 2018 at 11:00 a.m. Claimant participated. Employer participated through Chris Namanny, Partner, and Genelle Wissing, Supervisor of Clerical Staff. Employer's Exhibits 1 – 4 were admitted.

**ISSUES:**

Whether claimant's separation was a voluntary quit without good cause attributable to the employer.  
Whether claimant made a timely request for another job assignment.

**FINDINGS OF FACT:**

Having reviewed all of the evidence in the record, the administrative law judge finds: Claimant began her employment with Elite Staffing, LLC ("employer"), a temporary employment firm, on July 16, 2018. (Wissing Testimony) Claimant's only assignment through employer was as a full-time data entry clerk at Bomgaars in Sioux City, Iowa. (Wissing Testimony; Exhibit 2) When claimant accepted the assignment, she signed an Assignment Dispatch Form listing the length of the assignment as "temp to hire." (Exhibit 2) Claimant's assignment at Bomgaars ended on Friday, October 12, 2018; Bomgaars did not have enough work to justify claimant's position. (Wissing Testimony) On October 12, 2018, claimant notified employer via telephone that claimant's assignment with Bomgaars had ended. (Wissing Testimony; Claimant Testimony)

Claimant has not requested another assignment from employer, because she does not want temporary employment; claimant wants "permanent" employment. (Claimant Testimony) Claimant alleges that her assignment at Bomgaars was misrepresented as a "permanent" job

and she did not seek reassignment because of employer's misrepresentation. (Claimant Testimony) Employer does not guarantee employment of any specified length of time; claimant knew or should have known this as evidenced by her Employee Acknowledgement Form. (Exhibit 1)

The three-day notice requirement is included in employer's handbook. (Wissing Testimony) Claimant received and acknowledged receipt of a copy of the handbook. (Wissing Testimony; Exhibit 1) If claimant had requested another assignment, there was continuing work available to her. (Wissing Testimony) Employer contacted claimant via email on October 12, 2018 and October 16, 2018 regarding other assignments. (Exhibits 3 & 4) Employer also attempted to contact claimant via telephone after October 12, 2018 regarding other assignments and left voicemail messages. (Wissing Testimony) Claimant did not respond to employer's emails or voicemail messages. (Wissing Testimony)

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

For the reasons that follow, the administrative law judge concludes the claimant voluntarily quit her employment without good cause attributable to the employer. Benefits are denied.

Iowa Code section 96.5(1) provides: An individual shall be disqualified for benefits, if the individual has left work voluntarily without good cause attributable to the individual's employer, if so found by the department.

However, Iowa Code section 96.5(1)(j) provides that the individual shall not be disqualified if:

j. (1) 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.

(2) 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.

Iowa Admin. Code r. 871-24.26(1) and (15) provide:

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.

(15) Employee of temporary employment firm.

a. The individual is a temporary employee of a temporary employment firm who notifies the temporary employment firm within three days of completion of an employment assignment and seeks reassignment under the contract of hire. The employee must be advised by the employer of the notification requirement in writing and receive a copy.

b. The individual shall be eligible for benefits under this subrule if the individual had good cause for not contacting the employer within three days and did notify the employer at the first reasonable opportunity.

c. Good cause is a substantial and justifiable reason, excuse or cause such that a reasonable and prudent person, who desired to remain in the ranks of the employed, would find to be adequate justification for not notifying the employer. Good cause would include the employer's going out of business; blinding snow storm; telephone lines down; employer closed for vacation; hospitalization of the claimant; and other substantial reasons.

d. Notification may be accomplished by going to the employer's place of business, telephoning the employer, faxing the employer or any other currently accepted means of communications. Working days means the normal days in which the employer is open for business.

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). The claimant has the initial burden of proving that a voluntary quit was for good cause attributable to the employer. *Id.* at § 96.6(2).

Where a claimant gives several different reasons for leaving employment, the administrative law judge is required to consider all stated reasons which might have combined to give the claimant good cause to quit in determining whether any of those reasons constituted good cause attributable to the employer. *Taylor v. IDJS*, 362 N.W.2d 534 (Iowa 1985).

Claimant intended to terminate her employment relationship with employer. Claimant did not request another assignment, admitted that she no longer wanted to work through employer's agency, and did not respond to emails and voicemail messages regarding possible assignments. This is both evidence of claimant's intent and overt acts carrying out claimant's intention. Claimant notified employer of her assignment ending on October 12, 2018; however, claimant did not seek reassignment as required by Iowa Code section 96.5(1)(j). Claimant was advised by employer of the three-day notice requirement of temporary employment firms and acknowledged receipt of the requirement.

To the extent claimant alleges that she voluntarily quit her job (i.e. did not seek reassignment) because of a change in the contract of hire, the administrative law judge is not persuaded. Claimant alleges she was not aware that assignments through employer were temporary; however, employer is a temporary employment firm. There is no guarantee of employment, much less "permanent" employment, as evidenced by the Employee Acknowledgement Form signed by claimant. Claimant knew or should have known that her assignment was not "permanent." There was no change in the contract of hire.

Claimant's separation from employment was a voluntary quit without good cause attributable to the employer. Benefits are denied.

**DECISION:**

The November 6, 2018 (reference 05) unemployment insurance decision is affirmed. Benefits are denied until such time as the claimant works in and has been paid wages for insured work equal to ten times claimant's weekly benefit amount.

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Adrienne C. Williamson  
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Decision Dated and Mailed

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