

**IOWA WORKFORCE DEVELOPMENT  
UNEMPLOYMENT INSURANCE APPEALS**

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

**JACOB A SKIPTON**  
Claimant

**APPEAL NO. 16A-UI-11692-JTT**

**TEAM STAFFING SOLUTIONS INC**  
Employer

**ADMINISTRATIVE LAW JUDGE  
DECISION**

**OC: 10/09/16**  
**Claimant: Appellant (4)**

Iowa Code Section 96.5(1)(a) – Voluntary Quit to Accept Other Employment

**STATEMENT OF THE CASE:**

Jacob Skipton filed a timely appeal from the October 26, 2016, reference 01, decision that disqualified him for benefits and that relieved the employer's account of liability for benefits, based on an agency conclusion that Mr. Skipton had voluntarily quit on September 7, 2016 without good cause attributable to the temporary employment agency by failing to make contact within three days of completing a work assignment despite having notice of that requirement. After due notice was issued, a hearing was held on November 14, 2016. Mr. Skipton participated. Sarah Fiedler represented the employer. Exhibit 1 was received into evidence.

**ISSUE:**

Whether Mr. Skipton separated from Team Staffing Solutions, Inc. for a reason that disqualifies him for benefits or that relieves the employer of liability for benefits.

**FINDINGS OF FACT:**

Having reviewed all of the evidence in the record, the administrative law judge finds: Team Staffing Solutions, Inc. is a temporary employment agency. Jacob Skipton most recently performed work for Team Staffing in a full-time temp-to-hire work assignment at S&J Tube. The assignment began on June 2, 2016. Mr. Skipton's work hours in the assignment were 2:00 p.m. to 10:30 p.m., Monday through Friday. Mr. Skipton's immediate supervisor in the assignment was Donald Bowdre. Mr. Skipton last performed work in the assignment on or about September 1, 2016. Mr. Skipton attempted to return to the assignment on or about September 6, 2016, but S&J managers declined to allow him to return to the assignment. Mr. Skipton made no contact with Team Staffing Solutions in connection with the assignment at S&J coming to an end. In May 2016, Mr. Skipton had signed a Team Staffing Notice of Requirement – Availability for Work Assignments Document that obligated him to contact the temporary employment firm within three working days of the end of an assignment to request a new assignment or be deemed a voluntary quit and risk disqualification for unemployment insurance benefits. The notice requirement was only policy set forth on the document. Mr. Skipton received a copy of the document he signed. The employer reviewed the policy with Mr. Skipton.

Mr. Skipton did not make any further contact with Team Staffing because he received a job offer from another employer. On September 8, 2016, Union Tank Car Company contacted

Mr. Skipton in response to an application that Mr. Skipton had previously submitted. The new prospective employer asked whether Mr. Skipton was still interested in working for Union Tank Car and Mr. Skipton advised he was still interested. Mr. Skipton appeared for orientation on September 11, 2016 and began working for Union Tank Care Company immediately following orientation.

**REASONING AND CONCLUSIONS OF LAW:**

Iowa Code § 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. (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.

(3) For the purposes of this paragraph:

(a) "Temporary employee" means an individual who is employed by a temporary employment firm to provide services to clients to supplement their workforce during absences, seasonal workloads, temporary skill or labor market shortages, and for special assignments and projects.

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

Iowa Admin. Code r. 871-24.26(19) 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:

(19) The claimant was employed on a temporary basis for assignment to spot jobs or casual labor work and fulfilled the contract of hire when each of the jobs was completed. An election not to report for a new assignment to work shall not be construed as a voluntary leaving of employment. The issue of a refusal of an offer of suitable work shall be adjudicated when an offer of work is made by the former employer. The provisions of

Iowa Code section 96.5(3) and rule 24.24(96) are controlling in the determination of suitability of work. However, this subrule shall not apply to substitute school employees who are subject to the provisions of Iowa Code section 96.4(5) which denies benefits that are based on service in an educational institution when the individual declines or refuses to accept a new contract or reasonable assurance of continued employment status. Under this circumstance, the substitute school employee shall be considered to have voluntarily quit employment.

Iowa Code § 96.5-1-a 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:

a. The individual left employment in good faith for the sole purpose of accepting other or better employment, which the individual did accept, and the individual performed services in the new employment. Benefits relating to wage credits earned with the employer that the individual has left shall be charged to the unemployment compensation fund. This paragraph applies to both contributory and reimbursable employers, notwithstanding section 96.8, subsection 5.

The evidence in the record establishes a voluntary quit from the temporary employment agency for the purpose of accepting other employment. The weight of the evidence indicates that Mr. Skipton accepted the new employment on September 8, 2016. At that point, he was still within the three-working day period during which he was supposed to make contact with Team Staffing Solutions to request a new assignment. Mr. Skipton's separation from Team Staffing Solutions was without good cause attributable to that employer. Team Staffing Solutions' account shall not be charged for benefits paid to Mr. Skipton. Because Mr. Skipton's decision not to seek another assignment with Team Staffing was based on his acceptance of other employment, the separation from Team Staffing does not disqualify Mr. Skipton for unemployment insurance benefits. Mr. Skipton is eligible for benefits, provided he meets all other eligibility requirements.

**DECISION:**

The October 26, 2016, reference 01, decision is modified as follows. The claimant voluntarily quit effective September 8, 2016 to accept other employment and performed work for the new employer. The separation from Team Staffing does not disqualify the claimant for benefits. The claimant is eligible for benefits, provided he meets all other eligibility requirements. The employer account of Team Staffing Solutions shall not be charged for benefits.

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James E. Timberland  
Administrative Law Judge

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Decision Dated and Mailed

jet/rvs