

**IOWA WORKFORCE DEVELOPMENT
UNEMPLOYMENT INSURANCE APPEALS**

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

KEVIN C SIMPSON

Claimant

APPEAL NO. 21A-UI-04855-JT-T

**ADMINISTRATIVE LAW JUDGE
DECISION**

SEDONA STAFFING INC

Employer

OC: 11/22/20

Claimant: Respondent (4R)

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

STATEMENT OF THE CASE:

The employer filed a timely appeal from the February 2, 2021, reference 02, decision that allowed benefits to the claimant, provided he was otherwise eligible, and that held the employer's account could be charged, based on the deputy's conclusion that the claimant was discharged on November 12, 2020 for no disqualifying reason. After due notice was issued, a hearing was held on April 14, 2021. The claimant did not provide a telephone number for the hearing and did not participate. Colleen McGuinty represented the employer. Exhibits 1 and 2 were received into evidence. The administrative law judge took official notice of the following Agency administrative records: DBRO, KPYX, NMRO, WAGE-A, records pertaining to the January 14, 2021 cold-call fact-finding interview.

ISSUES:

Whether this employer discharged the claimant for misconduct in connection with the employment.

Whether the claimant voluntarily quit this employment without good cause attributable to the employer.

Whether the claimant voluntarily quit this employment for the sole purpose of accepting better or other employment.

Whether this employer's account may be charged for benefits.

FINDINGS OF FACT:

Having reviewed all of the evidence in the record, the administrative law judge finds: The claimant was employed by Sedona Staffing, a temporary employment agency, and performed work for this employer in a full-time, temp-to-hire work assignment at Westrock Services, L.L.C. The assignment began on March 30, 2020 and ended on or about November 12, 2020, when the claimant voluntarily quit the Sedona Staffing employment for the sole purpose of becoming an employee of Westrock Services, L.L.C. The claimant began the Westrock employment on November 16, 2020. The Westrock employment offered the same work hours and duties, but a substantial increase in the hourly wage and the future opportunity for fringe benefits unavailable in the Sedona Staffing employment.

REASONING AND CONCLUSIONS OF LAW:

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.

Iowa Code section 96.5(1)(a) provides as follows:

Causes for disqualification.

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.

Iowa Admin. Code r. 871-24.28(5) provides:

Voluntary quit requalifications and previously adjudicated voluntary quit issues.

(5) The claimant shall be eligible for benefits even though the claimant voluntarily quit if the claimant left for the sole purpose of accepting an offer of other or better employment, which the claimant did accept, and from which the claimant is separated, before or after having started the new employment. The employment does not have to be covered employment and does not include self-employment.

The evidence establishes that the claimant voluntarily quit the employment with Sedona Staffing without good cause attributable to that employer for the sole purpose of accepting other, better employment with Westrock Services, L.L.C. and did in fact begin employment with Westrock. Accordingly, the voluntary quit from Sedona Staffing would not disqualify the claimant for benefits. The claimant is eligible for benefits, provided he meets all other eligibility requirements. Because the voluntary quit from Sedona Staffing was without good cause attributable to that employer, the employer account of Sedona Staffing shall not be charged.

DECISION:

The February 2, 2021, reference 02, decision is modified in favor of the employer/appellant as follows. The claimant voluntarily quit the employment for the sole purpose of accepting other or better employment. The claimant is eligible for benefits, provided he is otherwise eligible. This employer's account shall not be charged.

This matter is remanded to the Benefits Bureau for entry of a decision regarding the claimant's November 2020 separation from Westrock Services, L.L.C.

A handwritten signature in cursive script that reads "James E. Timberland". The signature is written in dark ink on a light-colored background.

James E. Timberland
Administrative Law Judge

April 19, 2021
Decision Dated and Mailed

jet/kmj