

**IOWA WORKFORCE DEVELOPMENT  
UNEMPLOYMENT INSURANCE APPEALS**

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

**EUGENE SCARBROUGH**  
Claimant

**APPEAL NO: 14A-UI-09982-ET**

**ADMINISTRATIVE LAW JUDGE  
DECISION**

**TEAM STAFFING SOLUTIONS INC**  
Employer

**OC: 08/31/14**  
**Claimant: Appellant (1)**

Section 96.5(1) – Voluntary Leaving  
871 IAC 24.26(19 & 22) – Voluntary Leaving  
Section 96.5-1-j – Reassignment from Employer

**STATEMENT OF CASE:**

The claimant filed a timely appeal from the September 22, 2014, reference 01, decision that denied benefits. After due notice was issued, a hearing was held by telephone conference call before Administrative Law Judge Julie Elder on October 14, 2014. The claimant participated in the hearing. Sarah Fiedler, Human Resources Generalist, participated in the hearing on behalf of the employer. Employer's Exhibit One was admitted into evidence.

**ISSUE:**

The issue is whether the claimant voluntarily left his employment and whether he sought reassignment from the employer.

**FINDINGS OF FACT:**

Having reviewed all of the evidence in the record, the administrative law judge finds: The claimant was employed as a full-time assembler for Team Staffing Solutions last assigned to Winegard from May 13, 2013 to August 15, 2014. The claimant's assignment ended at the request of the client after the claimant and a co-worker had a shouting match on the floor August 14, 2014 that continued despite the claimant's supervisor telling them to stop. The claimant was directed to the office and left early because he was upset about the argument with the co-worker and the client's failure to support his effort to teach the co-worker how to properly perform the job. He was also upset the employer did not back him up either. The client informed the employer to end the claimant's assignment following that incident and the claimant was notified August 15, 2014 that his assignment was over.

The employer's policy instructs employees they must call and request a new assignment upon the completion of an assignment within three working days of completing the previous assignment or they will be considered to have voluntarily left their job with the employer (Employer's Exhibit One). The claimant received the policy and signed for it May 8, 2013 (Employer's Exhibit One).

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

For the reasons that follow, the administrative law judge concludes the claimant's separation was disqualifying.

Iowa Code § 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 § 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.

While the claimant completed his assignment at Winegard when that client requested he not return to work there, the claimant failed to contact the employer within three working days following the completion of his assignment at Winegard. The claimant's failure to notify the employer he was available and seeking other assignments constitutes a voluntary leaving of employment.

The claimant stated he was upset with the employer and consequently did not contact it within three working days of the completion of the assignment because he did not wish to accept any further assignments with it. He was disgruntled because he felt he was mistreated by Winegard in removing him from the assignment when the co-worker he was trying to instruct was not performing his job correctly and the claimant, who had been there much longer, attempted to help him perform the job to the employer's expectations. To the claimant's knowledge the other employee did not face any disciplinary action and he felt that was unfair. He was disillusioned with the employer because it did not stand up for him in this situation. The employer, however, is bound to serve its clients and it is not the employer's place to argue with its client about whether it should keep an employee. Even assuming arguendo that the employer agreed with the claimant, it still could not risk losing its client by failing to comply with its request to end an employee's assignment. The claimant has not demonstrated a good cause reason for failing to contact the employer within three working days of the completion of his assignment at Winegard. Therefore, benefits must be denied.

**DECISION:**

The September 22, 2014, reference 01, decision is affirmed. The claimant voluntarily left his employment without good cause attributable to the employer. Benefits are withheld until such time as he has worked in and been paid wages for insured work equal to ten times his weekly benefit amount, provided he is otherwise eligible.

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Julie Elder  
Administrative Law Judge

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Decision Dated and Mailed

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