

**IOWA WORKFORCE DEVELOPMENT  
UNEMPLOYMENT INSURANCE APPEALS**

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

**TIMOTHY M HARCOURT**  
Claimant

**APPEAL NO. 08A-UI-04026-CT**

**ADMINISTRATIVE LAW JUDGE  
DECISION**

**USA STAFFING INC – LABOR WORLD**  
Employer

**OC: 03/16/08 R: 02**  
**Claimant: Respondent (3)**

Section 96.5(1)a – Quit for Other Employment

**STATEMENT OF THE CASE:**

USA Staffing, Inc. filed an appeal from a representative's decision dated April 18, 2008, reference 02, which held that no disqualification would be imposed regarding Timothy Harcourt's separation from employment. After due notice was issued, a hearing was held by telephone on May 12, 2008. Mr. Harcourt participated personally. The employer participated by Amy Freeman, Branch Manager, and Yvette Meyers, Unemployment Consultant. Exhibit One was admitted on the employer's behalf. The employer was represented by Jeff Oswald of Unemployment Insurance Services.

**ISSUE:**

At issue in this matter is whether Mr. Harcourt was separated from employment for any disqualifying reason.

**FINDINGS OF FACT:**

Having heard the testimony of the witnesses and having reviewed all of the evidence in the record, the administrative law judge finds: Mr. Harcourt began working through USA Staffing, Inc., a temporary placement firm, on February 19, 2006. He was assigned to work full time for the City of Ames Power Plant and worked there continuously until November 16, 2007. On November 9, he notified USA Staffing, Inc. that the assignment was to end the following Friday, November 16. He also gave notice that he would not be able to work from November 28 through December 3 because he planned to have surgery.

Mr. Harcourt reported to the offices of USA Staffing, Inc. on November 16 and confirmed that it was his last day of work for the City of Ames. He indicated he wanted to spend time with his family prior to the surgery and, therefore, did not want an interim assignment. He was to notify USA Staffing, Inc. when he was ready to return to work. While he was recuperating from his November 29 surgery, Mr. Harcourt was offered work by the City of Ames. He was released by his doctor to full duty on December 13 and began working for the City of Ames on December 17. He continued to work for the City of Ames until February 29, 2008.

**REASONING AND CONCLUSIONS OF LAW:**

Mr. Harcourt completed his last assignment on November 16, 2007 and notified USA Staffing, Inc. on the same day that the assignment was over. Therefore, he complied with the requirement that he give notice of the completion of an assignment within three working days as provided by Iowa Code section 96.5(1)j. Although the employer had short-term assignments available, Mr. Harcourt indicated he did not want to work during the interim between his last assignment and the date of his surgery. It was anticipated that he would return to work for USA Staffing, Inc. after he was released by his doctor.

Based on the fact that Mr. Harcourt did not accept interim work assignments before surgery and did not return to the employer after surgery, the administrative law judge concludes that he quit his employment with USA Staffing, Inc. An individual who voluntarily quits employment is disqualified from receiving job insurance benefits unless the quit was for good cause attributable to the employer. Iowa Code section 96.5(1). Mr. Harcourt quit his employment to accept work elsewhere with the City of Ames. He had performed services in the new employment when he filed his claim for job insurance benefits effective March 16, 2008. Therefore, he is entitled to benefits pursuant to Iowa Code section 96.5(1)a. Benefits paid as a result of the decision herein shall not be charged to USA Staffing, Inc.

**DECISION:**

The representative's decision dated April 18, 2008, reference 02, is hereby modified. Mr. Harcourt left his employment with USA Staffing, Inc. in good faith for the sole purpose of accepting work elsewhere and had performed services in the new employment when he filed his claim for benefits. Benefits are allowed, provided he satisfies all other conditions of eligibility, but shall not be charged to USA Staffing, Inc.

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Carolyn F. Coleman  
Administrative Law Judge

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Decision Dated and Mailed

cfc/pjs