

**IOWA WORKFORCE DEVELOPMENT  
UNEMPLOYMENT INSURANCE APPEALS BUREAU**

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

**EARL BLACK**  
Claimant

**APPEAL NO. 19A-UI-02819-JTT**

**ADMINISTRATIVE LAW JUDGE  
DECISION**

**QPS EMPLOYMENT GROUP INC**  
Employer

**OC: 03/03/19**  
**Claimant: Appellant (2)**

Iowa Code Section 96.5(1)(j) – Separation From Temporary Employment  
Iowa Administrative Code Rule 871-24.26(19) – Fulfillment of the Contract of Hire

**STATEMENT OF THE CASE:**

Earl Black filed a timely appeal from the March 28, 2019, reference 01, decision that disqualified him for benefits and that relieved the employer's account of liability for benefits, based on the deputy's conclusion that Mr. Black voluntarily quit on February 13, 2019 without good cause attributable to the employer. After due notice was issued, a hearing was held on April 24, 2019. Mr. Black participated. Mai Lor represented the employer and presented additional testimony through Brittney Parks. Exhibit 1 was received into evidence.

**ISSUE:**

Whether the claimant's separation from the temporary employment agency was for good cause attributable to the employer.

**FINDINGS OF FACT:**

Having reviewed all of the evidence in the record, the administrative law judge finds: QPS Employment Group, Inc. is a temporary employment agency. Earl Black established his employment relationship with QPS in July 2018 and performed work in a single, full-time, temp-to-hire work assignment at Wilton Precision Steel in Wilton. Mr. Black began the assignment in July 2018 and completed the assignment on February 8, 2019. Mr. Black primarily performed press brake operator duties in the Wilton assignment. The assignment was located in Wilton, Iowa. Mr. Black resided in Davenport at all relevant times. QPS provided transportation from Davenport to the assignment in Wilton. The assignment paid \$11.50 per hour. The work hours in the assignment were 5:00 a.m. to 3:30 p.m. Monday through Friday, and Saturday 5:00 a.m. to 10:00 a.m.

On February 8, 2019, Brittney Parks, QPS Placement Coordinator 2, notified Mr. Black that Wilton Precision Steel had decided to end the assignment. The client had reached the point where it decided it would not be directly hiring Mr. Black and, therefore, terminated the assignment. Neither Wilton Precision nor QPS had previously communicated to Mr. Black that there were any problems with his performance in the assignment. Mr. Black had been under the belief that he was performing well and was upset to learn the assignment was terminated.

At the time Ms. Parks told Mr. Black that the Wilton assignment was done, she told Mr. Black that she had other work for Mr. Black in Milam, Illinois. Ms. Parks told Mr. Black that the assignment in Milam would pay \$10.00 per hour. Ms. Parks told Mr. Black that the Milam assignment work hours would be 6:30 a.m. to 3:00 p.m., Monday through Friday and that there would be no opportunity for overtime work. Ms. Parks told Mr. Black that the Milam assignment would involve picking and packing orders. Milam is about a 10-minute car ride from Davenport. Mr. Black would have to find his own way to the assignment. Mr. Black lacked a means to get to Milam. Mr. Black told Ms. Parks that if she did not have an assignment for him in Davenport, he would get unemployment insurance benefits instead. QPS did not offer Mr. Black an assignment in Davenport at that time.

On February 11, 2019, Mr. Black spoke with a QPS representative by phone regarding his check stub. Mr. Black stopped into QPS's office that same day. When the branch manager offered to "register" him for work, Mr. Black declined.

On July 25, 2018, QPS had Mr. Black sign a number of documents in connection with the start of his employment. The employer had Mr. Black sign his signature on an electronic pad one time to acknowledge the several policy documents on the employer's computer. One of those policy documents was the QPS 3-Day Reassignment policy, which stated as follows:

Once you complete an assignment with a client, it is your duty to contact QPS for reassignment within three (3) working days as required by Iowa Code Section 96.5-1-jt. Failure to report within three (3) days for reassignment or to accept a new job assignment offered without reasonable cause will indicate that you have refused available work and quit working for QPS Employment Group. Furthermore, failure to seek reassignment may result in disqualification for unemployment benefits pursuant to Iowa Code Section 96.5-1-j.

...

My signature below means that I understand and have received a copy of the above policy.

The employer did not ensure that Mr. Black had read and understood the end-of-assignment policy prior to having him sign once to acknowledge that document and several other policy documents. Mr. Black did not receive a copy of the policy he signed.

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

Iowa Code section 96.5(1)j provides:

An individual shall be disqualified for benefits, regardless of the source of the individual's wage credits:

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.

The evidence in the record establishes a February 8, 2019 separation that was for good cause attributable to QPS. QPS's end-of-assignment policy does not comply with Iowa Code Section 96.5(1)(j). The policy statement may be fairly concise, but it is much less than clear. The policy statement weaves in one or more requirements not found in the statute. In addition, the employer's manner of having Mr. Black sign one time on an electronic pad to acknowledge several policies does not satisfy the notice requirement set forth in the statute. The weight of the evidence establishes that the employer did not ensure that Mr. Black had read and understood the policy. The weight of the evidence establishes that Mr. Black did not receive a copy of the end-of-assignment policy he signed. Because the employer failed to comply the notice requirements set forth in Iowa Code Section 96.5(1)(j), subsection (j) does not apply to

Mr. Black's employment with QPS and cannot serve as a basis for disqualifying him for unemployment insurance benefits. Mr. Black satisfied the contract of hire when he completed the assignment at Wilton Precision Steel and was thereafter not obligated to seek additional assignment through QPS.

In any event, the evidence in the record establishes that Mr. Black actually did request an additional assignment with QPS on February 8, 2019. He requested an assignment in Davenport based on his limited access to transportation. The employer did not offer him a Davenport assignment at that time. The employer's offer to "register" Mr. Black on February 11, 2019 was not a bona fide offer a new assignment.

Mr. Black had good cause for declining the Milam assignment based on the decrease in pay, the distance to the assignment, and the change in the transportation arrangement. See Iowa administrative Code rule 871-24.26(1) (regarding voluntary quits for good cause attributable to the employer based on substantial changes in the contract of hire).

Mr. Black is eligible for benefits provided he meets all other eligibility requirements. The employer's account may be charged for benefits.

**DECISION:**

The March 28, 2019, reference 01, decision is reversed. The claimant's separation from the temporary employment agency was for good cause attributable to the temporary employment agency. The separation was effective February 8, 2019. The claimant is eligible for benefits provided he meets all other eligibility requirements. The employer's account may be charged for benefits.

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James E. Timberland  
Administrative Law Judge

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Decision Dated and Mailed

jet/rvs