

**IOWA WORKFORCE DEVELOPMENT
UNEMPLOYMENT INSURANCE APPEALS BUREAU**

CHRISTOPHER MOORE
Claimant

APPEAL 22A-UI-04187-JD-T

**ADMINISTRATIVE LAW JUDGE
DECISION**

QPS EMPLOYMENT GROUP INC
Employer

OC: 04/25/21
Claimant: Appellant (2)

Iowa Code § 96.5(1) – Voluntary Quitting
Iowa Code § 96.5(1) j – Voluntary Quitting – Temporary Employment
Iowa Code § 96.5(2) a – Discharge for Misconduct
Iowa Code § 96.3(7) – Recovery of Benefit Overpayment
Iowa Admin. Code. r. 871-24.10 – Employer/Rep. Participation in Fact-Finding

STATEMENT OF THE CASE:

On February 8, 2022, the Employer filed an appeal from the February 3, 2022, (reference 03) unemployment insurance decision that allowed benefits. The parties were properly notified about the hearing. A telephone hearing was held on March 17, 2022. Claimant, Christopher Moore, did not call the toll-free number listed on the notice of hearing and did not participate. Employer, QPS Employment Group, Inc., participated through Jessica Segner, Unemployment Insurance Coordinator. The administrative law judge took official notice of the administrative record.

ISSUES:

Did the claimant quit by not reporting for additional work assignments within three business days of the end of the last assignment?

Has the claimant been overpaid unemployment insurance benefits and, if so, can the repayment of those benefits to the agency be waived and charged to the employer's account?

FINDINGS OF FACT:

Having heard the testimony and having reviewed the evidence in the record, the administrative law judge finds: The claimant was last assigned at Chrystal Distributing from November 29, 2021, to December 3, 2021. After the assignment ended, the claimant did not report to the employer within three working days and request further assignment as required by written policy. The claimant received the employer's policy that requires, within three working days of the end of the assignment, the employee notify the employer of their availability for work and ask for another assignment so they may be reassigned and continue working on at least five separate occasions during his tenure with the employer. The claimant quit mid-shift on December 3, 2021, and did not request further work from the employer within three days. Claimant stated he was going to look for work elsewhere.

The claimant's administrative record reflects that he has not been paid any regular unemployment insurance benefits since his separation from this employer.

The employer participated in the Fact-Finding interview by providing live testimony through witness, Jessica Segner.

REASONING AND CONCLUSIONS OF LAW:

For the reasons that follow, the administrative law judge concludes the claimant voluntarily left the employment without good cause attributable to the employer.

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.

The purpose of the statute is to provide notice to the temporary agency employer that the claimant is available for work at the conclusion of each temporary assignment so they may be reassigned and continue working. The plain language of the statute allows benefits for a claimant "who

notifies the temporary employment firm of completion of an assignment *and* who seeks reassignment.” (Emphasis supplied.)

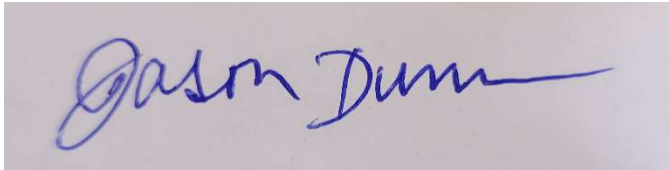
In this case, the claimant did notify the employer of the conclusion of the assignment but by leaving mid-shift and informing his employer that he was looking for work elsewhere. Additionally, he did not request another assignment and, therefore, is considered to have quit the employment, even though he may have contacted the temporary agency at some later date.

Claimant voluntarily quit his employment without good cause attributable to his employer. Benefits are denied.

The claimant has not been paid any regular unemployment benefits since this separation so the issue of overpayment and chargeability are moot.

DECISION:

The February 3, 2022, (reference 03) unemployment insurance decision is reversed. The claimant's separation was not attributable to the employer. Benefits are withheld until such time as he works in and has been paid for wages equal to ten times his weekly benefit amount, provided he is otherwise eligible.



Jason Dunn
Administrative Law Judge
Unemployment Insurance Appeals Bureau
1000 East Grand Avenue
Des Moines, Iowa 50319-0209
Fax (515) 478-3528

March 29, 2022
Decision Dated and Mailed

jd/kmj