

**IOWA WORKFORCE DEVELOPMENT  
UNEMPLOYMENT INSURANCE APPEALS BUREAU**

**CAMERON C LEE**

Claimant

**QPS EMPLOYMENT GROUP INC**

Employer

**APPEAL 20A-UI-06610-DB-T**

**ADMINISTRATIVE LAW JUDGE  
DECISION**

**OC: 04/05/20**

**Claimant: Appellant (1)**

Iowa Code § 96.5(1)j – Voluntary Quitting – Temporary Employment

Iowa Code § 96.6(2) – Timeliness of Appeal

**STATEMENT OF THE CASE:**

The claimant/appellant filed an appeal from the June 5, 2020 (reference 01) unemployment insurance decision that denied regular unemployment insurance benefits funded by the State of Iowa to the claimant based upon his separation from employment. The parties were properly notified of the hearing. A telephone hearing was held on July 27, 2020. The claimant, Cameron C. Lee, participated personally. The employer, QPS Employment Group Inc., participated through witnesses Mai Lor and Jason Sheldahl. Employer's Exhibit 1 was admitted. The administrative law judge took official notice of the claimant's unemployment insurance benefits records.

**ISSUES:**

Is the appeal timely?

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

**FINDINGS OF FACT:**

Having reviewed all of the evidence in the record, the administrative law judge finds: A decision that disqualified the claimant from receipt of unemployment insurance benefits was mailed to the claimant's correct address of record on June 5, 2020. The claimant received the decision in the mail prior to the appeal deadline. The decision contained a warning that an appeal must be postmarked or received by the Appeals Section by June 15, 2020. On June 14, 2020, claimant faxed an appeal to the claims department instead of the appeals bureau. He then contacted Iowa Workforce Development about his appeal and upon learning that he faxed it to the wrong department, he filed another appeal with the appeals bureau on June 20, 2020.

The claimant was a temporary employee of this temporary employment firm. Claimant began his employment on August 21, 2019. On August 15, 2019, the claimant signed the employer's 3-day reassignment policy. See Exhibit 1. A copy of this policy was given to claimant. The policy is a separate policy from the employer's contract of employment. Miguel Ortiz was claimant's immediate supervisor.

Claimant received a job assignment from the employer to work full-time at G & R in the mounting department. This job assignment ended on March 11, 2020. The reason the job assignment ended was due to claimant's attendance issues. Claimant's team lead notified the claimant that the job assignment ended on March 11, 2020. Claimant was sick and did not attempt to contact the employer until March 16, 2020 when he attempted to go into the office. However, there was a note on the office door stating that visitors had to make an appointment due to the COVID 19 pandemic. Claimant did not make an appointment after seeing the sign and did not follow up with the employer to request another job assignment after he was notified that the job assignment had been ended. As of March 16, 2020 he was not looking for additional work due to the COVID 19 pandemic and the fact that he resides with his immunocompromised mother.

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

For the reasons that follow, the administrative law judge concludes that the claimant's appeal shall be considered timely and the separation from employment was without good cause attributable to the employer. Regular unemployment insurance benefits funded by the State of Iowa are denied.

The first issue is whether the claimant's appeal is timely. The administrative law judge finds that it is.

Iowa Code section 96.6(2) provides:

2. Initial determination. A representative designated by the director shall promptly notify all interested parties to the claim of its filing, and the parties have ten days from the date of issuing the notice of the filing of the claim to protest payment of benefits to the claimant. All interested parties shall select a format as specified by the department to receive such notifications. The representative shall promptly examine the claim and any protest, take the initiative to ascertain relevant information concerning the claim, and, on the basis of the facts found by the representative, shall determine whether or not the claim is valid, the week with respect to which benefits shall commence, the weekly benefit amount payable and its maximum duration, and whether any disqualification shall be imposed. The claimant has the burden of proving that the claimant meets the basic eligibility conditions of section 96.4. The employer has the burden of proving that the claimant is disqualified for benefits pursuant to section 96.5, except as provided by this subsection. The claimant has the initial burden to produce evidence showing that the claimant is not disqualified for benefits in cases involving section 96.5, subsections 10 and 11, and has the burden of proving that a voluntary quit pursuant to section 96.5, subsection 1, was for good cause attributable to the employer and that the claimant is not disqualified for benefits in cases involving section 96.5, subsection 1, paragraphs "a" through "h". Unless the claimant or other interested party, after notification or within ten calendar days after notification was issued, files an appeal from the decision, the decision is final and benefits shall be paid or denied in accordance with the decision. If an administrative law judge affirms a decision of the representative, or the appeal board affirms a decision of the administrative law judge allowing benefits, the benefits shall be paid regardless of any appeal which is thereafter taken, but if the decision is finally reversed, no employer's account shall be charged with benefits so paid and this relief from charges shall apply to both contributory and reimbursable employers, notwithstanding section 96.8, subsection 5.

The ten calendar days for appeal begins running on the issued date. The "decision date" found in the upper right-hand portion of the representative's decision, unless otherwise corrected immediately below that entry, is presumptive evidence of the date of mailing. *Gaskins v. Unempl. Comp. Bd. of Rev.*, 429 A.2d 138 (Pa. Comm. 1981); *Johnson v. Bd. of Adjustment*, 239 N.W.2d 873, 92 A.L.R.3d 304 (Iowa 1976).

The record in this case shows that the claimant faxed his appeal to the claims department of Iowa Workforce Development on June 14, 2020. As such, the claimant's appeal is timely.

The next issue is whether the claimant's separation from employment is disqualifying. The administrative law judge finds that it is.

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.”

In this case, the claimant did not request another assignment according to the employer’s reporting policy and was not interested in obtaining another job assignment due to the COVID 19 pandemic and the fact that he lives with his immunocompromised mother. As such, the claimant failed to comply with Iowa Code section 96.5(1)j and he voluntarily quit employment without good cause attributable to the employer. The separation is disqualifying. Regular unemployment insurance benefits funded by the State of Iowa are denied.

#### **DECISION:**

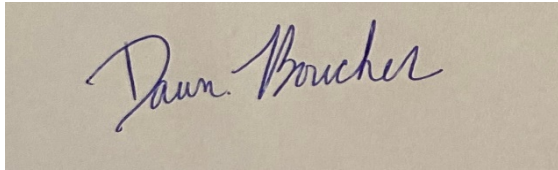
The claimant’s appeal shall be considered timely. The June 5, 2020 (reference 01) unemployment insurance decision is affirmed. The claimant’s separation was without good cause attributable to the employer. Unemployment insurance benefits funded by the State of Iowa are denied until claimant has worked in and earned wages for insured work equal to ten times his weekly benefit amount after his separation date, and provided he is otherwise eligible.

*This decision denies unemployment insurance benefits funded by the State of Iowa. If this decision becomes final or if you are not eligible for PUA, you may have an overpayment of benefits. See Note to Claimant below.*

#### **Note to Claimant**

- This decision determines you are not eligible for regular unemployment insurance benefits funded by the State of Iowa under state law. If you disagree with this decision you may file an appeal to the Employment Appeal Board by following the instructions on the first page of this decision.
- If you do not qualify for regular unemployment insurance benefits funded by the State of Iowa under state law, you may qualify for benefits under the Federal Pandemic Unemployment Assistance (“PUA”) section of the Coronavirus Aid, Relief, and Economic Security Act (“Cares Act”) that discusses eligibility for claimants who are unemployed due to the Coronavirus.
- **You will need to apply for PUA to determine your eligibility under the program.**  
For additional information on how to apply for PUA go to:  
<https://www.iowaworkforcedevelopment.gov/pua-information>.
- If you are denied regular unemployment insurance benefits funded by the State of Iowa and wish to apply for PUA, please visit:  
<https://www.iowaworkforcedevelopment.gov/pua-information> and scroll down to “Submit Proof Here.” You will fill out the questionnaire regarding the reason you are not working and upload a picture or copy of your fact-finding decision. Your claim will be reviewed for PUA eligibility. If you are eligible for PUA, you will also be eligible for Federal Pandemic Unemployment Compensation (FPUC) until the program expires. Back payments PUA benefits may automatically be used to repay any overpayment of state benefits. If this does not occur on your claim, you may repay any overpayment by visiting:  
<https://www.iowaworkforcedevelopment.gov/unemployment-insurance-overpayment-and-recovery>.

- If you have applied and have been approved for PUA benefits, this decision will **not** negatively affect your entitlement to PUA benefits.



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Dawn Boucher  
Administrative Law Judge

August 3, 2020  
Decision Dated and Mailed

db/scn