

**IOWA WORKFORCE DEVELOPMENT  
UNEMPLOYMENT INSURANCE APPEALS BUREAU**

**MARK D HARTMAN**  
Claimant

**QPS EMPLOYMENT GROUP INC**  
Employer

**APPEAL 18A-UI-06892-SC-T**

**ADMINISTRATIVE LAW JUDGE  
DECISION**

**OC: 12/24/17**  
**Claimant: Appellant (1)**

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

**STATEMENT OF THE CASE:**

Mark D. Hartman, (claimant), filed an appeal from the June 21, 2018, reference 04, unemployment insurance decision that denied benefits based upon the determination he voluntarily quit employment with QPS Employment Group, Inc. (employer) by not contacting it within three days after completing an assignment. The parties were properly notified about the hearing. A telephone hearing was held on July 11, 2018. The claimant participated. The employer participated through Placement Coordinator Jennifer Hughes and was represented by UI Specialist Jennifer Yang. The Employer's Exhibit 1 was admitted over the claimant's objection.

**ISSUE:**

Did the claimant quit by not reporting for additional work assignments 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: On February 15, 2018, the claimant was interviewed and hired to work temporary job assignments by Placement Coordinator Jennifer Hughes. She explained the employer's policies to the claimant including the "3-Day Reassignment Policy" which he signed. (Exhibit 1) The policy requires an employee to contact the employer within three days of the end of the assignment to notify it the assignment had ended and request a new assignment or the employee will be deemed to have voluntarily quit employment. The claimant was given a copy of the policy but did not read it.

On February 26, the claimant was assigned to a temporary full-time position as a CMC Machinist with the employer's client Hill Phoenix and his last day worked was May 22. On May 23, Hughes contacted the claimant to let him know his assignment had ended and he was not to return to the client's facility. The claimant indicated he understood. Hughes gave the claimant a chance to ask any questions which he declined. The claimant did not request a new assignment during that phone call. There was no further communication between the claimant

and employer. The claimant did not contact the employer within three days of the end of the assignment to request a new assignment and the employer determined he had voluntarily quit his employment per the policy.

### **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. Benefits are denied.

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.” Iowa Code section 96.5(1)j(1) (Emphasis added). In this case, the employer had notice of the claimant’s availability because it notified him of the end of the assignment but he did not request another assignment. Therefore, he is considered to have quit the employment without good cause attributable to the employer. Benefits are denied.

**DECISION:**

The June 21, 2018, reference 04, unemployment insurance decision is affirmed. 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.

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Stephanie R. Callahan  
Administrative Law Judge

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Decision Dated and Mailed

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