

**BEFORE THE  
EMPLOYMENT APPEAL BOARD  
Lucas State Office Building  
Fourth floor  
Des Moines, Iowa 50319**

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**PAUL D MCCARTNEY**

Claimant,

and

**QPS EMPLOYMENT GROUP INC**

Employer.

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**HEARING NUMBER: 15B-UI-13424**

**EMPLOYMENT APPEAL BOARD  
DECISION**

**NOTICE**

**THIS DECISION BECOMES FINAL** unless (1) a **request for a REHEARING** is filed with the Employment Appeal Board within **20 days** of the date of the Board's decision or, (2) a **PETITION TO DISTRICT COURT IS FILED WITHIN 30 days** of the date of the Board's decision.

A **REHEARING REQUEST** shall state the specific grounds and relief sought. If the rehearing request is denied, a petition may be filed in **DISTRICT COURT** within **30 days** of the date of the denial.

**SECTION: 96.5-1-J**

**DECISION**

**UNEMPLOYMENT BENEFITS ARE DENIED**

The Employer appealed this case to the Employment Appeal Board. The members of the Employment Appeal Board reviewed the entire record. A majority of the Appeal Board, one member dissenting, finds it cannot affirm the administrative law judge's decision. The Employment Appeal Board **REVERSES** as set forth below.

**FINDINGS OF FACT:**

The Claimant, Paul D. McCartney, worked for QPS Employment Group, Inc. as a full-time temporary employee. (6:53-7:08) The Employer has a notification policy that requires employees to contact the Employer for reassignment within 3 days of an assignment's end for which the Claimant signed in acknowledgement of reading on September 15, 2014. (9:00-10:10, Exhibit 1)

On September 29, 2014 (7:28-7:32; 7:55), the Claimant was assigned to Brownells as a warehouse worker, which ended on November 11, 2014. (7:12-7:21; 8:34; 14:20-14:29) The client did not disclose why it ended the assignment (25:01-25:19); nor did Mr. McCartney contact QPS within 3 days after the assignment's end for reassignment. (8:46-8:54; 12:20-12:29; 25:27)

## REASONING AND CONCLUSIONS OF LAW:

Iowa Code section 96.5(1) provides:

An individual shall be disqualified for benefits: *Voluntary Quitting*. If the individual has left work voluntarily without good cause attributable to the individual's employer, if so found by the department.

*j.* The individual is a temporary employee of 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.

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.

The findings of fact show how we have resolved the disputed factual issues in this case. We have carefully weighed the credibility of the witnesses and the reliability of the evidence. We attribute more weight to the Employer's version of events.

The record establishes that the Employer complied with Iowa law regarding its notification policy. (Exhibit 1) The Claimant had knowledge of the Employer's policy based on his signature and admission that he understood that it. His failure to comply with the notification policy by failing to contact the Employer within 3 days after his Brownells' assignment resulted in his separation. Although the Claimant argues that he contacted the Employer, he was unable to provide any dates or names of the persons to whom he allegedly spoke. Based on this record, we conclude that the Claimant's separation was a voluntary quit within the meaning of the above-mentioned statute.

**DECISION:**

The administrative law judge's decision dated January 28, 2015 is **REVERSED**. The Claimant voluntarily quit his employment without good cause attributable to the Employer. Accordingly, the Claimant is denied benefits until such time he has worked in and was paid wages for insured work equal to ten times his weekly benefit amount, provided he is otherwise eligible. See, Iowa Code section 96.5(1)"g".

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Kim D. Schmett

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Ashley R. Koopmans

**DISSENTING OPINION OF JAMES M. STROHMAN:**

I respectfully dissent from the majority decision of the Employment Appeal Board; I would affirm the administrative law judge's decision in its entirety.

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James M. Strohman

AMG/fnv

**DATED AND MAILED:** \_\_\_\_\_

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