

**IOWA WORKFORCE DEVELOPMENT  
UNEMPLOYMENT INSURANCE APPEALS BUREAU**

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

**REBECCA S TAYLOR**  
Claimant

**APPEAL NO. 18A-UI-06697-S1-T**

**ADMINISTRATIVE LAW JUDGE  
DECISION**

**QPS EMPLOYMENT GROUP INC**  
Employer

**OC: 05/20/18**  
**Claimant: Respondent (1)**

Section 96.5-1-j – Separation from Temporary Employer  
Section 96.3-7 – Overpayment

**STATEMENT OF THE CASE:**

QPS Employment Group (employer) appealed a representative's June 14, 2018, decision (reference 02) that concluded Rebecca Taylor (claimant) was eligible to receive unemployment insurance benefits. After hearing notices were mailed to the parties' last-known addresses of record, a telephone hearing was held on July 6, 2018. The claimant participated personally. The employer participated by Mai Lor, Unemployment Specialist, and Amy Shannon, Lead Placement Coordinator. Exhibit D-1 was received into evidence. The employer offered and Exhibit 1 was received into evidence.

**ISSUE:**

The issue is whether the claimant was separated from employment for any disqualifying reason.

**FINDINGS OF FACT:**

The administrative law judge, having heard the testimony and considered all of the evidence in the record, finds that: The employer is a temporary employment service. The claimant performed services off and on from August 15, 2017, through May 21, 2018. She signed a document on March 1, 2018, indicating she was to contact the employer within three working days following the completion of an assignment to request placement in a new assignment. The document did indicate the consequences of a failure to notify the employer. The claimant was given a copy of the document which was separate from the contract for hire.

On March 1, 2018, the claimant also signed a document indicating she was to contact the employer no later than two full business days after her assignment ended to continue her employment relationship. The claimant was given a copy of the document.

The claimant completed her last assignment on May 21, 2018. On May 22, 2018, the lead placement coordinator called her to say her assignment had ended. The claimant tried to tell the coordinator about her last day at work and ask for another assignment. The coordinator ended the call while the claimant was still talking. The coordinator summarized the conversation in her notes by saying, "let her know that she is no longer needed at Metokote -

she did not ask for more work". Later, the coordinator said she did not actually remember the conversation, she relied on her notes that were taken at the time of the conversation.

On May 25, 2018, the claimant remembers stopping by the employer's office, asking for her paycheck, and requesting work. She remembers the coordinator telling her no work was available. The coordinator does not have any notes indicating the claimant appeared in the office on May 25, 2018. The coordinator was not taking notes when the claimant stopped by on May 25, 2018.

The claimant filed for unemployment insurance benefits with an effective date of May 20, 2018. The employer participated personally at the fact finding interview on June 13, 2018, by Jennifer Yang.

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

For the reasons that follow the administrative law judge concludes the claimant was not separated from employment for a disqualifying reason.

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.

Under the Iowa Code the employer must advise the claimant of the three day notice requirement and give the claimant a copy of that requirement. The notice requirement must be separate from the contract for hire. The employer provided the claimant with a three day notice requirement **and** a two day notice requirement. This would be confusing to an employee. It did not provide the claimant with the proper notice requirement and has, therefore, failed to satisfy the requirements of Iowa Code Section 96.5-1-j. Benefits are allowed, provided the claimant is otherwise eligible.

**DECISION:**

The representative's June 14, 2018, decision (reference 02) is affirmed. The claimant was separated from the employer for good cause attributable to the employer. The claimant is eligible to receive unemployment insurance benefits.

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Beth A. Scheetz  
Administrative Law Judge

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Decision Dated and Mailed

bas/rvs