

**IOWA WORKFORCE DEVELOPMENT  
UNEMPLOYMENT INSURANCE APPEALS BUREAU**

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

**DANNIE E FOWLER**  
Claimant

**APPEAL NO. 18A-UI-06637-S1-T**

**ADMINISTRATIVE LAW JUDGE  
DECISION**

**QPS EMPLOYMENT GROUP INC**  
Employer

**OC: 05/28/17**  
**Claimant: Respondent (1)**

Section 96.5-1-j – Separation from Temporary Employer

**STATEMENT OF THE CASE:**

QPS Employment Group (employer) appealed a representative's June 11, 2018, decision (reference 07) that concluded Dannie Fowler (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 3, 2018. The claimant participated personally. The employer participated by Frances Theisen, Unemployment Specialist, and Chandler Koenen, Placement Coordinator.

**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 April 2, 2018, through May 19, 2018. He signed a document on March 26, 2018, indicating he 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 not given a copy of the document which was separate from the contract for hire. The claimant completed his last assignment on May 19, 2018, and sought reassignment from the employer on May 21, 2018.

The employer scheduled the claimant for an interview with a potential employer on May 24, 2017. If the claimant had gotten the job, it would have started on or about May 28, 2018, at the latest. Before the day of the interview, the claimant was offered a job by ASI. He started working on May 28, 2018. The claimant continues to work for ASI.

The claimant filed for unemployment insurance benefits with an effective date of May 28, 2017. He filed an additional claim for benefits on May 6, 2018. After his separation from employment on May 19, 2018, the claimant received one week of unemployment insurance benefits before he started work at ASI. For the week ending May 26, 2018, the claimant received \$447.00 in

unemployment insurance benefits. The employer participated personally at the fact finding interview on June 7, 2018, by Jennifer Yang. Ms. Yang did not have first-hand information regarding the separation from employment. The employer does not typically provide people with first-hand knowledge to participate at fact-finding interviews. The employer did not provide any documents for the fact-finding interview.

### **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 did not provide the claimant with the proper

notice requirements 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 11, 2018, decision (reference 07) is affirmed. The claimant was separated from the employer for good cause attributable to the employer. Benefits are allowed, provided the claimant is otherwise eligible.

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Beth A. Scheetz  
Administrative Law Judge

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Decision Dated and Mailed

bas/rvs