

**IOWA WORKFORCE DEVELOPMENT  
UNEMPLOYMENT INSURANCE APPEALS**

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

**HUGH WHITE**

Claimant

**APPEAL NO: 14A-UI-13487-ET**

**ADMINISTRATIVE LAW JUDGE  
DECISION**

**QPS EMPLOYMENT GROUP INC**

Employer

**OC: 09/14/14**

**Claimant: Respondent (1)**

Section 96.5(1) – Voluntary Leaving  
871 IAC 24.26(19 & 22) – Voluntary Leaving  
Section 96.5-1-j – Reassignment from Employer

**STATEMENT OF CASE:**

The employer filed a timely appeal from the December 23, 2014, reference 01, decision that allowed benefits to the claimant. After due notice was issued, a hearing was held by telephone conference call before Administrative Law Judge Julie Elder on January 27, 2015. The claimant participated in the hearing. Rhonda Hefter, Human Resources Manager and Nick Selby, Placement Coordinator, participated in the hearing on behalf of the employer. Employer's Exhibit One was admitted into evidence.

**ISSUE:**

The issue is whether the claimant voluntarily left his employment and whether he sought reassignment from the employer.

**FINDINGS OF FACT:**

Having reviewed all of the evidence in the record, the administrative law judge finds: The claimant was employed as a full-time packer for QPS Employment Group last assigned to Guardian Industries from October 2, 2014 to December 3, 2014. The claimant's assignment ended due to a lack of work. He completed his assignment.

On November 25, 2014, Placement Coordinator Nick Selby notified the claimant the assignment was ending November 26, 2014, and the claimant asked Mr. Selby to look for another assignment for him. The employer's policy states employees must contact it within three working days of the completion of the assignment to ask for reassignment (Employer's Exhibit One). The claimant was aware of the three-day availability requirement and believed he satisfied it when he spoke to Mr. Selby November 25, 2014.

On December 4, 2014, the claimant called the employer about his paycheck. On December 8, 2014, the claimant called and asked about another assignment. On December 23, 2014, the claimant called and notified the employer he had accepted a position with Parker Hanifen, where the claimant was initially placed by the employer March 17, 2014, to start December 28, 2014.

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

For the reasons that follow, the administrative law judge concludes the claimant's separation was not disqualifying.

Iowa Code § 96.5-1 provides:

An individual shall be disqualified for benefits:

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.

Iowa Code § 96.5-1-j provides:

An individual shall be disqualified for benefits:

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. 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.

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.

For the purposes of this paragraph:

(1) "Temporary employee" means an individual who is employed by a temporary employment firm to provide services to clients to supplement their work force during absences, seasonal workloads, temporary skill or labor market shortages, and for special assignments and projects.

(2) "Temporary employment firm" means a person engaged in the business of employing temporary employees.

The claimant completed his assignment at Guardian Industries. His separation from that assignment was not a disqualifying event.

He was notified November 25, 2014, that the assignment was ending November 26, 2014. During the notification process the claimant told the employer's representative who informed him of the end of the assignment that he needed another job. That statement qualifies as seeking reassignment from the employer. After that date, the claimant maintained contact with the employer until he found permanent employment at Parker-Hanifen. Under these circumstances, the administrative law judge concludes the claimant completed his assignment with the employer and sought reassignment from the employer. Therefore, benefits are allowed.

**DECISION:**

The December 23, 2014, reference 01, decision is affirmed. Benefits are allowed, provided the claimant is otherwise eligible.

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Julie Elder  
Administrative Law Judge

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Decision Dated and Mailed

je/pjs