

**IOWA WORKFORCE DEVELOPMENT  
UNEMPLOYMENT INSURANCE APPEALS**

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

**CORY A HALL**  
Claimant

**APPEAL NO. 19A-UI-03371-JTT**

**ADMINISTRATIVE LAW JUDGE  
DECISION**

**QPS EMPLOYMENT GROUP INC**  
Employer

**OC: 03/24/19**  
**Claimant: Appellant (2)**

Iowa Code Section 96.5(1)(j) – Separation From Temporary Employment

**STATEMENT OF THE CASE:**

Cory Hall filed a timely appeal from the April 18, 2019, reference 01, decision that disqualified him for benefits and that held the employer's account would not be charged for benefits, based on the deputy's conclusion that Mr. Hall had voluntarily quit on January 18, 2019 without good cause attributable to the employer by failing to contact the temporary employment firm within three days of completing an assignment to request a new assignment after having been told in writing of his obligation to make such contact.. After due notice was issued, a hearing was held on May 15, 2019. Mr. Hall participated. Mai Lor represented the employer and presented additional testimony through Miguel Guillermo Ortiz. Exhibit A was received into evidence.

**ISSUE:**

Whether the claimant's separation from the temporary employment agency was for good cause attributable to the employer.

**FINDINGS OF FACT:**

Having reviewed all of the evidence in the record, the administrative law judge finds: QPS Employment Group, Inc., is a temporary employment agency. Cory Hall established his employment relationship with QPS in 2016. In September 2016, the employer had Mr. Hall a 3-Day Reassignment Policy that stated as follows:

Once you complete an assignment with a client, it is your duty to contact QPS for reassignment within three (3) working days as required by Iowa Code Section 96.5-1-j. Failure to report within three (3) days for reassignment or to accept a new job assignment offered without reasonable cause will indicate that you have refused available work and quit working for QPS Employment Group. Furthermore, failure to seek reassignment may result in disqualification for unemployment benefits pursuant to Iowa Code Section 96.5-1-j.

My signature below means that I understand and have received a copy of the above policy.

Mr. Hall recalls the employer reading the 3-Day Reassignment Policy to him. Neither Mr. Hall nor the employer knows whether Mr. Hall actually received a copy of the policy in connection with signing it.

From 2016 until January 15, 2019, Mr. Hall performed work for QPS in a series of full-time, temporary work assignments at Titan Tire in Des Moines. Mr. Hall performed no work for other client businesses once he began his first assignment at Titan Tire. QPS maintains an On-site Supervisor at Titan Tire. Since September 2018, that person has been Miguel Guillermo Ortiz. Mr. Hall began his most recent assignment on January 2, 2019. Titan Tire ended the assignment on January 15, 2019. During that assignment, Mr. Hall's usual work hours were 10:00 p.m. to 6:30 a.m., Sunday evening through Friday morning. The assignment ended after Mr. Hall told Titan Tire supervisor Norman Miller that he's done tolerating Mr. Miller cursing at him. Mr. Miller told Mr. Hall there was no other work for him on the third shift and directed him to inquire about work on the first shift. On the morning of the January 15, 2019, Mr. Hall reported to the Titan Tire facility to inquire about a day-shift assignment. That morning, Mr. Guillermo Ortiz notified Mr. Hall that there was no other work for Mr. Hall at Titan Tire at that time, but that there might be an additional assignment for Mr. Hall at Titan Tire within a matter of weeks. Mr. Guillermo Ortiz did not direct Mr. Hall to contact a separate QPS office and did not document that he had provided any such directive.

On January 16, 2019, QPS Corporation included Mr. Hall in a broadcast text message regarding an employee survey. Mr. Hall responded in anger that the employer should stop texting him. The text did not include an offer of a new assignment.

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

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.

Iowa Admin. Code r. 871-24.26(19) provides:

Voluntary quit with good cause attributable to the employer and separations not considered to be voluntary quits. The following are reasons for a claimant leaving employment with good cause attributable to the employer:

(19) The claimant was employed on a temporary basis for assignment to spot jobs or casual labor work and fulfilled the contract of hire when each of the jobs was completed. An election not to report for a new assignment to work shall not be construed as a voluntary leaving of employment. The issue of a refusal of an offer of suitable work shall be adjudicated when an offer of work is made by the former employer. The provisions of Iowa Code section 96.5(3) and rule 24.24(96) are controlling in the determination of suitability of work. However, this subrule shall not apply to substitute school employees who are subject to the provisions of Iowa Code section 96.4(5) which denies benefits that are based on service in an educational institution when the individual declines or refuses to accept a new contract or reasonable assurance of continued employment status. Under this circumstance, the substitute school employee shall be considered to have voluntarily quit employment.

The evidence in the record establishes a January 15, 2019 separation that was for good cause attributable to QPS. Though the text of the QPS 3-Day Reassignment Policy sufficiently complies with Iowa Code section 96.5(1)(j), the weight of the evidence fails to establish that the employer provided Mr. Hall with a copy of the policy. Accordingly, Iowa Code section 96.5(1)(j) cannot serve as a basis for disqualifying Mr. Hall for unemployment insurance benefits. Mr. Hall's obligation to QPS ended when he completed the assignment on January 15, 2019. Nonetheless, the weight of the evidence establishes that after the Titan Tire supervisor told Mr. Hall the third-shift assignment was ended, Mr. Hall contacted QPS's on-site supervisor the next morning to inquire about an additional assignment and was told there was no other assignment available at that time. Given that Mr. Hall's assignment from 2016 onward had all been at Titan Tire, it was reasonable for Mr. Hall to contact the QPS on-site supervisor at Titan Tire to inquire about a new assignment. The employer's policy did not specify that Mr. Hall's contact with the on-site supervisor would not satisfy the contact requirement. The weight of the evidence fails to support Mr. Guillermo Ortiz's assertion that he directed Mr. Hall to contact a separate QPS office. Mr. Hall created a log entry in connection with the contact with Mr. Hall. That log entry omitted any reference to directing Mr. Hall to contact a separate QPS office. Mr. Hall had only his own affairs to remember, whereas Mr. Guillermo Ortiz had contact with a large number of QPS employees at Titan Tire. There is no reason to conclude that Mr. Guillermo Ortiz's recollection of the January 15 contact is equal to or superior to Mr. Hall's recollection of the same contact. So even if Iowa Code section 96.5(1)(j) would apply, the weight of the evidence establishes that Mr. Hall fulfilled his obligation under the statute. Mr. Hall is eligible for benefits provided he meets all other eligibility requirements. The employer's account may be charged.

**DECISION:**

The April 18, 2019, reference 01, decision is reversed. The claimant's separation from the temporary employment agency was for good cause attributable to the temporary employment agency. The claimant completed his contract for hire on January 15, 2019. The claimant is eligible for benefits provided he meets all other eligibility requirements. The employer's account may be charged for benefits paid to the claimant.

---

James E. Timberland  
Administrative Law Judge

---

Decision Dated and Mailed

jet/scn