

**IOWA WORKFORCE DEVELOPMENT  
UNEMPLOYMENT INSURANCE APPEALS BUREAU**

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**MARGARITA C LUCIO**  
Claimant

**ALL IN A DAY LLC**  
Employer

**APPEAL 17A-UI-11866-NM-T**

**ADMINISTRATIVE LAW JUDGE  
DECISION**

**OC: 10/22/17**  
**Claimant: Appellant (2)**

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Iowa Code § 96.5(1)j – Voluntary Quitting – Temporary Employment

**STATEMENT OF THE CASE:**

The claimant filed an appeal from the November 9, 2017, (reference 01) unemployment insurance decision that denied benefits. The parties were properly notified of the hearing. A telephone hearing was held on December 11, 2017. The claimant participated and testified with the assistance of a Spanish language interpreter from CTS Language Link. The employer participated through Human Resource Specialist Toni Holguin and On-Site Employment Specialist Mary Newton. Employer's Exhibit 1 was received into evidence.

**ISSUE:**

Did the claimant quit by not reporting for an additional work assignment within three business days of the end of the last assignment?

**FINDINGS OF FACT:**

Having reviewed all of the evidence in the record, the administrative law judge finds: Claimant was employed as a temporary full-time corn sorter assigned at Pioneer and was separated from employment on October 18, 2017 because the assignment was over. Claimant was given a copy of the employer's policy instructing employees to contact it within three working days of an assignment ending on August 11, 2017, but did not receive a copy of the policy written in Spanish. Claimant testified that, while she is able to do a very limited amount of speaking in English, she cannot read English and did not understand what the policy said. All interactions between the claimant and employer were conducted in English. The employer assumed claimant's daughter, who applied for work at the same time as claimant, would interpret the document for her, as she is able to read English. Claimant testified her daughter was not there as a translator and did not translate the document for her, as she was filling out her own paperwork. On October 16, 2017, when the announcement was made that the assignment was ending, Newton told the entire group of employees, in English, if they wanted any additional assignments, they should come see her in her office. Claimant testified if Newton did say this, she did not hear or understand it. Claimant was not aware she was supposed to report back within three working days for more work after the end of an assignment. Claimant has reported she has since left Iowa for the season to look for work in Texas.

## REASONING AND CONCLUSIONS OF LAW:

For the reasons that follow, the administrative law judge concludes the claimant's separation was with good cause attributable to the employer.

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.

Here, the employer provided claimant a copy of its policy written in English. Claimant's native language is Spanish. Since employer provided no evidence that it presented claimant with a comprehensible written copy of the reporting policy, one that was written in a language she could understand, claimant's recollection that she did not understand a notice of the reporting policy is credible. The employer hired claimant for mutual benefit to fill a temporary work order from Pioneer and notified claimant that the assignment was ending by making an announcement to an entire group of workers. The claimant does not proficiently speak or read English but the employer expected her to understand the reporting policy written in English without providing translation or interpretation assistance, assuming her daughter, who also applied for work would provide this assistance for her. Without knowledge or understanding of the reporting policy, claimant was reasonable to opt to look for work elsewhere. Benefits are allowed.

**DECISION:**

The November 9, 2017, (reference 01) decision is reversed. The claimant's separation from employment was attributable to the employer. The employer had adequate knowledge about the conclusion of the claimant's assignment but had no further work available at the time. Benefits are allowed, provided the claimant is otherwise eligible. Any benefits claimed and withheld on this basis shall be paid to claimant.

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Nicole Merrill  
Administrative Law Judge

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Decision Dated and Mailed

nm/rvs