

**IOWA WORKFORCE DEVELOPMENT  
UNEMPLOYMENT INSURANCE APPEALS**

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

**MARIA S CATELLANOS**  
Claimant

**APPEAL NO. 14A-UI-02867-JTT**

**ADMINISTRATIVE LAW JUDGE  
DECISION**

**ADVANCE SERVICES INC**  
Employer

**OC: 01/05/14**  
**Claimant: Appellant (1)**

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

**STATEMENT OF THE CASE:**

Maria Castellanos filed a timely appeal from the March 10, 2014, reference 01, decision that disqualified her for benefits in connection with a November 22, 2013 separation. After due notice was issued, a hearing was held on April 7, 2014. Ms. Castellanos participated and presented additional testimony through Rojelio Minjares. Michael Payne represented the employer and presented additional testimony through Bre Van Sickle. Spanish-English interpreter Ike Rocha assisted with the hearing. Exhibits One, Two and Three were received into evidence. The administrative law judge took official notice of the agency's administrative (DBRO) that documents the effective date of the claim for benefits and the separation date the claimant provided when she established her claim for benefits.

**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: Maria Castellanos is a Spanish speaking person. She commenced her employment with Advance Services, Inc., (ASI) in November 2013 and performed work in a two full-time temporary work assignments at Mycogen Seeds in Marshalltown. The most recent assignment ended on November 22, 2013, when the client business no longer needed Ms. Castellanos's assistance. At the start of the employment, the employer had Ms. Castellanos sign a policy statement indicating that she was required to notify ASI within three working days after the end of the assignment to request a new assignment. The policy statement indicated that failure to make the required contact would result in the employer's conclusion that Ms. Castellanos had voluntarily and could lead to her being ineligible for unemployment insurance benefits. The document was presented to Ms. Castellanos in Spanish as a stand-alone policy statement. Ms. Castellanos signed the policy statement and received a copy of the policy statement that she signed. The employer had also had Ms. Castellanos signed two Job Assignment Sheets in connection with the two work assignments. The documents were in English. The employer reviewed the contents of the documents with Ms. Castellanos and did so in Spanish. Each

document provided the telephone number for the employer's office in Ames. After Ms. Castellanos completed her last day of work in the assignment on November 22, 2013, she did not make further contact with ASI to request a new assignment. Ms. Castellanos applied for unemployment insurance benefits during the week that started November 24, 2013 and indicated at that time that she had last performed work in the assignment on November 22, 2013.

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

Iowa Code section 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.

871 IAC 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 indicates that the employer's written end-of-assignment policy statement complies with the requirements of the statute. Ms. Castellanos signed the policy statement and received a copy of the statement. The policy was presented in Spanish. The employer provided Ms. Castellanos with a telephone number she could use to contact the employer's office in Ames. Ms. Castellanos did not contact the employer within three working days of the end of the assignment.

Based on the evidence in the record and application of the appropriate law, the administrative law judge concludes that Ms. Castellanos's November 22, 2013 separation from the temporary employment agency was without good cause attributable to the temporary employment agency. Accordingly, Ms. Castellanos is disqualified for benefits until she has worked in and been paid wages for insured work equal to ten times her weekly benefit amount. She also has to meet all other eligibility requirements. The employer's account will not be charged.

**DECISION:**

The claims deputy's March 10, 2014, reference 01, decision is affirmed. The claimant's November 22, 2013 separation from the temporary employment agency was without good cause attributable to the temporary employment agency. The claimant is disqualified for benefits until she has worked in and been paid wages for insured work equal to ten times her weekly benefit amount. She also has to meet all other eligibility requirements. The employer's account will not be charged.

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James E. Timberland  
Administrative Law Judge

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Decision Dated and Mailed

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