

**IOWA WORKFORCE DEVELOPMENT  
UNEMPLOYMENT INSURANCE APPEALS**

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

**ABIMAEEL REYES**

Claimant

**APPEAL NO. 13A-UI-04105-JTT**

**ADMINISTRATIVE LAW JUDGE  
DECISION**

**ADVANCE SERVICES INC**

Employer

**OC: 03/10/13**

**Claimant: Appellant (2)**

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

**STATEMENT OF THE CASE:**

Abimael Reyes filed a timely appeal from the March 29, 2013, reference 01, decision that denied benefits in connection with an October 2, 2012 separation. After due notice was issued, a hearing was held on May 8, 2013. Mr. Reyes participated. Michael Payne, Risk Management Specialist, represented the employer. Spanish-English interpreter Rafael Geronimo assisted with the hearing. Exhibits One and Two were received into evidence.

**ISSUE:**

Whether Mr. Reyes' October 2, 2012 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: The employer is a temporary employment agency. Abimael Reyes performed work for the employer in a single work assignment. The assignment was a full-time, temporary work assignment at Syngenta in Lone Tree. Mr. Reyes started the assignment on August 21, 2012 and completed the assignment on October 2, 2012, when he had performed all the work that Syngenta and Advance Services had available for him in the assignment. Advance Services Supervisor Mary (Maryanne) Longbine worked onsite at the Syngenta facility in Lone Tree and at another in Washington. On October 5, 2012, Mr. Reyes returned to the Lone Tree Syngenta plant to collect his final paycheck. At that time, he asked Ms. Longbine whether there was any other work for him. Ms. Longbine told Mr. Reyes there was none. The employer had had a written Assignment Policy that required Mr. Reyes to contact the employer within three working days of the end of an assignment to request additional work or face the possible denial of unemployment insurance benefits.

**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 weight of the evidence establishes that Mr. Reyes completed an assignment on October 2, 2012 and returned to the Advance Services office on October 5, 2012 to inquire about additional work. The Advance Services representative told Mr. Reyes there was none. This was the testimony of Mr. Reyes. The employer did not provide testimony through the Advance Services representative who had personal contact with Mr. Reyes. The employer had the ability to present such testimony. Mr. Reyes satisfied his obligation to the employer and his obligation under the law to maintain eligibility for unemployment insurance benefits. Based on the evidence in the record and application of the appropriate law, the administrative law judge concludes that Mr. Reyes' October 2, 2012 separation from the temporary employment agency was for good cause attributable to the temporary employment agency. Mr. Reyes is eligible for benefits provided he is otherwise eligible. The employer's account may be charged for benefits paid to Mr. Reyes.

**DECISION:**

The Agency representative's March 29, 2013, reference 01, decision is reversed. The claimant's October 2, 2012 separation from the temporary employment agency was for good cause attributable to the temporary employment agency. The claimant is eligible for benefits provided he is otherwise eligible. The employer's account may be charged for benefits paid to the claimant.

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James E. Timberland  
Administrative Law Judge

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Decision Dated and Mailed

jet/pjs