

**IOWA WORKFORCE DEVELOPMENT  
UNEMPLOYMENT INSURANCE APPEALS**

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

**ROBIN L DORR**  
Claimant

**APPEAL NO. 12A-UI-10362-JTT**

**ADMINISTRATIVE LAW JUDGE  
DECISION**

**ADVANCE SERVICES INC**  
Employer

**OC: 09/25/11**  
**Claimant: Respondent (1)**

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

**STATEMENT OF THE CASE:**

The employer filed a timely appeal from the August 24, 2012, reference 01, decision that allowed benefits in connection with a July 20, 2012 separation. After due notice was issued, a hearing was held on September 11, 2012. Claimant Robin Dorr participated and presented additional testimony through Heidi Watne and Jerri Grundmeier. Michael Payne represented the employer. Exhibits One and Two were received into evidence.

**ISSUE:**

Whether the claimant's July 20, 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. Robin Dorr first started getting work through Advance Services, Inc., (ASI) in 2008. All of Ms. Dorr's assignments have been full-time, temporary office work assignments with Syngenta in Belmond. Ms. Dorr's most recent assignment started on August 29, 2011 and ended on July 20, 2012, when she completed the assignment. At the time the assignment ended Ms. Dorr had an understanding with the Syngenta supervisory staff that she would be recalled to a new assignment at Syngenta after a brief layoff period. Syngenta expected ASI would make Ms. Dorr available when Syngenta was again in need of her services. This had been the usual scenario since Ms. Dorr had first started working for Syngenta through ASI. On July 20, Ms. Dorr notified Chelsea Osenbaugh, the ASI office manager in Ames, that the assignment had ended. Ms. Osenbaugh told Ms. Dorr that she would document a temporary layoff. Neither Ms. Dorr nor Ms. Osenbaugh mentioned anything about another non-Syngenta assignment because it was not the usual practice for Ms. Dorr to go perform other assignments while waiting to return to Syngenta. Ms. Dorr subsequently returned to an assignment at Syngenta on September 5, 2012.

ASI has an Assignment Policy that obligated Ms. Dorr to contact ASI within three working days of the end of an assignment to advise of her availability for additional work.

## 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 Ms. Dorr completed an assignment at Syngenta on July 20, 2012 and was temporarily laid off from that assignment at that time. The evidence indicates that Ms. Dorr contacted ASI on July 20 to advise that she had completed the assignment at Syngenta. The evidence establishes that Ms. Dorr, ASI, and Syngenta had an ongoing understanding that Ms. Dorr would be laid off for a brief period and would then return to Syngenta to perform the same work. Ms. Dorr fulfilled her obligation to ASI through the contact that occurred on July 20, 2012. Ms. Osenbaugh, in keeping with prior arrangements, did not raise the question of non-Syngenta assignments during the temporary layoff period and Ms. Dorr had no reason to raise the question in light of prior arrangements. Ms. Dorr's July 20, 2012 separation from ASI was for good cause attributable to ASI. Ms. Dorr is eligible for benefits, provided she is otherwise eligible. ASI's account may be charged.

**DECISION:**

The Agency representative's August 24, 2012, reference 01, decision is affirmed. The claimant's separation from the temporary employment agency was for good cause attributable to the temporary employment agency. The claimant is eligible for benefits, provided she 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

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