

**IOWA WORKFORCE DEVELOPMENT  
UNEMPLOYMENT INSURANCE APPEALS**

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

**MARTHA E ZEPEDA**  
Claimant

**APPEAL NO. 19A-UI-05783-JTT**

**ADMINISTRATIVE LAW JUDGE  
DECISION**

**ADVANCE SERVICES INC**  
Employer

**OC: 06/16/19**  
**Claimant: Appellant (1)**

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

**STATEMENT OF THE CASE:**

Martha Zepeda filed a timely appeal from the July 17, 2019, reference 04, decision that disqualified her for benefits and that relieved the employer's account of liability for benefits, based on the deputy's conclusion that Ms. Zepeda voluntarily quit on June 19, 2019 without good cause attributable to the employer. After due notice was issued, a hearing was held on August 13, 2019. Ms. Zepeda participated. Melissa Lewien represented the employer. The hearing in this matter was consolidated with the hearing in Appeal Number 19A-UI-05784-JTT. Exhibits 1, 2 and 3 were received into evidence. The administrative law judge took official notice of the Agency's administrative record of benefits disbursed to the claimant.

**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: Advance Services, Inc. (ASI) is a temporary employment agency. Claimant Martha Zepeda established her employment relationship with ASI in 2016. Ms. Zepeda performed work for ASI in multiple temporary work assignments. All of the assignments were at a Syngenta facility in Washington, Iowa. The employer maintains an on-site representative at that facility, Maryanne Longbine, Human Resources Coordinator. Prior to the final work assignment, Ms. Zepeda's work assignments at the Syngenta facility had been seasonal in nature. In connection with the most recent seasonal assignment, ASI had Ms. Zepeda sign an End of Assignment Policy that obligated Ms. Zepeda to contact ASI within three working days of completing an assignment to request a new assignment or be deemed to have voluntarily quit the employment and risk being disqualified for unemployment insurance benefits. Ms. Zepeda is a native Spanish speaker and signed the Spanish version of the policy statement. The employer provided Ms. Zepeda with an unsigned copy of the same policy form at the time Ms. Zepeda signed to acknowledge the policy.

In January 2019, Ms. Zepeda began a full-time temporary work assignment at the Syngenta facility. This assignment was different from the others in that this assignment was not seasonal in nature. ASI did not have Ms. Zepeda sign a new End of Assignment Policy in connection with the most recent assignment. The work days in the new assignment were Monday through Friday, with occasional Saturdays.

On Friday, June 14, 2019, Ms. Longbine notified Ms. Zepeda that the assignment was done and that Ms. Zepeda would not be called back to Syngenta. Ms. Zepeda completed the assignment by performing all of the work that ASI and Syngenta had for her in the assignment. During the contact on June 14, 2019, Ms. Zepeda did not request a new assignment from ASI. On Tuesday, June 18, 2019, Ms. Zepeda called Ms. Longbine for the sole purpose of learning what start date of the assignment had been. Ms. Zepeda did not request an additional 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 voluntary quit without good cause attributable to the employer. The employer's End of Assignment Policy complies with the requirements of Iowa Code Section 96.5(1)(j). The employer had Ms. Zepeda sign the policy. The employer provided Ms. Zepeda with a copy of the policy. Ms. Zepeda completed an assignment on June 14, 2019, was in contact with ASI on that day and again within three working days, but did not request placement in a new assignment. Based on the failure to request a new assignment after having been placed on notice of the obligation to do so, the separation from the employment was a voluntary quit without good cause attributable to the employer. Ms. Zepeda is disqualified for benefits until she has worked in and been paid wages for insured work equal to 10 times her weekly benefit amount. Ms. Zepeda must meet all other eligibility requirements. The employer's account shall not be charged.

**DECISION:**

The July 17, 2019, reference 04, decision is affirmed. The claimant's 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 10 times her weekly benefit amount. The claimant must meet all other eligibility requirements. The employer's account shall not be charged.

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James E. Timberland  
Administrative Law Judge

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Decision Dated and Mailed

jet/scn