

**IOWA WORKFORCE DEVELOPMENT  
UNEMPLOYMENT INSURANCE APPEALS**

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

**MARIA D FUENTES**  
Claimant

**APPEAL NO. 15A-UI-12458-JTT**

**ADMINISTRATIVE LAW JUDGE  
DECISION**

**L A LEASING INC**  
**C/O SEDONA GROUP**  
Employer

**OC: 11/09/14**  
**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 November 6, 2015, reference 04, decision that allowed benefits to the claimant provided she was otherwise eligible and that held the employer's account could be charged for benefits, based on an Agency conclusion that the claimant had been laid off on October 21, 2015. After due notice was issued, a hearing was held on November 30, 2015. Claimant Maria Fuentes participated personally and was represented by Attorney Lorraine Gaynor. Chad Baker represented the employer and presented additional testimony through Corey Mesta. Spanish-English interpreter Lilita Merino of CTS Language Link assisted with the hearing. Exhibits One, Two and A 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 October 21, 2015 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: L A Leasing, Inc./Sedona Staffing is a temporary employment agency. Maria Fuentes is a Spanish speaking person who began to get temporary work assignments through the temporary employment agency in 2013. Ms. Fuentes' most recent assignment through the employer began in March 2014 and was a full-time temporary assignment at Westrock, formerly known as RockTenn. Ms. Fuentes last performed work in the assignment on October 21, 2015. On that day, a Westrock representative thanked Ms. Fuentes and other workers for their service and advised the workers that day would be the last in the assignment. Westrock had decided to cease operations at the facility where Ms. Fuentes worked. On October 23, 2015, Ms. Fuentes contacted the temporary employment agency to inquire about her check and to ask whether the firm had a new assignment for her. The L A Leasing/Sedona representative told Ms. Fuentes there was no work for her at that time.

On May 29, 2013, the employer had Ms. Fuentes sign an Availability Statement, written in English, that obligated Ms. Fuentes to contact the temporary employment agency within three working days of the completion of an assignment or be deemed to have voluntarily quit and risk being disqualified for unemployment insurance benefits. The employer knew that Ms. Fuentes did not read or speak English. Though the employer had a Spanish translation of the Availability Statement, the employer did not have Ms. Fuentes sign the Spanish version or provide a copy of the Spanish version to her.

**REASONING AND CONCLUSIONS OF LAW:**

Iowa Code § 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.

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 § 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 § 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. Fuentes completed an assignment on October 21, 2015, at which time the assignment ended pursuant to a layoff. The text of the employer's Availability Statement complies with the statute. However, the employer's decision to have Ms. Fuentes sign the English version, when the employer knew she did not read or speak English, resulted in Ms. Fuentes getting insufficient notice of the three-day contact requirement. Accordingly, Ms. Fuentes fulfilled her obligation to the temporary employment agency when she completed the assignment on October 21, 2015 and was not obligated to seek additional assignments through the employer. Nonetheless, the evidence establishes that Ms. Fuentes was in contact with the employer the day after the assignment ended and inquired about additional assignments at the time of the contact. Ms. Fuentes' October 21, 2015 separation from the employer was for good cause attributable to the employer. Ms. Fuentes is eligible for benefits provided she is otherwise eligible. The employer's account may be charged for benefits paid to Ms. Fuentes.

**DECISION:**

The November 6, 2015, reference 04, decision is affirmed. The claimant's October 21, 2015 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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