

**IOWA WORKFORCE DEVELOPMENT  
UNEMPLOYMENT INSURANCE APPEALS**

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

**LINDA M CASAREZ**

Claimant

**APPEAL NO. 13A-UI-13003-JTT**

**ADMINISTRATIVE LAW JUDGE  
DECISION**

**ADVANCE SERVICES INC**

Employer

**OC: 10/20/13**

**Claimant: Appellant (2)**

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

**STATEMENT OF THE CASE:**

Linda Casarez filed a timely appeal from the November 20, 2013, reference 02, decision that denied benefits in connection with an October 21, 2013 separation from Advance Services, Inc. After due notice was issued, a hearing was held on December 16, 2013. Ms. Casarez participated. Michael Payne represented the employer. Exhibits One and Two were received into evidence.

**ISSUE:**

Whether the claimant's October 21, 2013, 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., is a temporary employment agency. Linda Casarez performed work for ASI in a full-time, temporary work assignment at Syngenta in Lone Tree. The assignment started on September 6, 2013 and ended on Monday, October 21, 2013, when Ms. Casarez completed the assignment. Ms. Casarez's immediate supervisors were Melinda Taylor and Norma Martinez. Ms. Martinez was listed as the ASI supervisor and contact on the ASI Job Assignment Sheet that the employer had Ms. Casarez sign at the start of the assignment. Ms. Martinez and Ms. Taylor were located onsite at the Syngenta facility in Lone Tree.

On September 23, 2013, two weeks into the assignment, the employer had Ms. Casarez sign an End of Assignment Policy that obligated her to contact the employer within three days after the end of an assignment to request a further assignment. Ms. Casarez received a copy of the policy.

On September 30, 2013, the employer had Ms. Casarez sign the Job Assignment Sheet concerning the assignment Ms. Casarez had started on September 6, 2013. The Job Assignment Sheet provided basic information concerning the assignment and stated several ASI policies. Ms. Martinez signed the document on behalf of ASI.

On Thursday, October 24, 2013, Ms. Casarez called the Syngenta and spoke to Ms. Martinez. Ms. Martinez confirmed there was no more work for Ms. Casarez. Ms. Casarez went to the Syngenta facility the same day and again spoke to Ms. Martinez to confirm there was no work available. The employer subsequently deemed Ms. Casarez not to have made appropriate contact with ASI at end of the assignment because Ms. Casarez did not speak with Ms. Taylor. However, Ms. Taylor had been present on October 24, 2013, when Ms. Casarez spoke with Ms. Martinez. Ms. Taylor had not participated in the conversation. At the time, Ms. Casarez was under the impression that Ms. Taylor was not feeling well and that this was why she did not participate in the conversation. The employer did not document the contact with Ms. Casarez on October 24, 2013. On October 28, 2013, Ms. Taylor documented that Ms. Casarez was no longer on the employer's payroll.

The employer did not offer Ms. Casarez additional work. The employer did not refer Ms. Casarez to the employer's Cedar Rapids office, which was about an hour away from the Syngenta facility and about the same distance from Ms. Casarez's home. The employer did not offer Ms. Casarez any work in the Iowa City area. Any such work would have involved a 35-minute drive from Ms. Casarez's home near the Lone Tree facility to the Iowa City area.

### **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 employer's end-of-assignment policy met the requirements of Iowa Code section 96.5(1)(j). Ms. Casarez signed the policy and received a copy of the policy. Accordingly, Ms. Casarez was obligated to contact the employer within three working days of completing an assignment to request additional work if she wished to avoid being disqualified for unemployment benefits in connection with the separation.

The claimant provided detailed and credible testimony regarding her contact with the employer on October 24, 2013. The employer's lack of documentation concerning the contact is insufficient to rebut the claimant's credible testimony concerning the contact. That contact was within three days of the completion of the assignment. The claimant reasonably concluded that Ms. Martinez was an ASI representative and an appropriate person to speak to about whether the employer had additional work for the claimant. The employer's job assignment document states that Ms. Martinez was the ASI supervisor and contact for purposes of the assignment. Based on the evidence in the record and application of the appropriate law, the administrative law judge concludes that the October 21, 2013 separation from the temporary employment agency was indeed 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.

**DECISION:**

The Agency representative's November 20, 2013, reference 02, decision is reversed. The claimant's October 21, 2013 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

jet/pjs