

**IOWA WORKFORCE DEVELOPMENT  
UNEMPLOYMENT INSURANCE APPEALS**

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

**SAVANN DOEUK**  
Claimant

**APPEAL NO. 07A-UI-05129-HT**

**ADMINISTRATIVE LAW JUDGE  
DECISION**

**EXPRESS SERVICES INC**  
Employer

**OC: 04/22/07 R: 02  
Claimant: Respondent (1)**

Section 96.5(1)j – Quit/Temporary

**STATEMENT OF THE CASE:**

The employer, Express Services, filed an appeal from a decision dated May 16, 2007, reference 01. The decision allowed benefits to the claimant, Savann Doeuk. After due notice was issued, a hearing was held by telephone conference call on July 5, 2007. The claimant provided a telephone number, which was dialed twice, and the only response was a message saying the PCS customer was not available. Dany Koy was present to act as interpreter had the claimant called in. The employer participated by Personnel Supervisor Melissa Cory.

**ISSUE:**

The issue is whether the claimant quit work with good cause attributable to the employer.

**FINDINGS OF FACT:**

Savann Doeuk was employed by Express Services from August 1, 2006 until January 12, 2007, at Rees Associates. Mr. Doeuk was sent home by Rees Associates on January 12, 2007, because work was slow. It is not clear whether the assignment was over or not, but the claimant did not contact either Express Services or the client company after that.

English is not the claimant's first language, and Express Services did not provide him with instructions or orientation in his native language at the time of hire. Ms. Cory was not certain how any of the work was explained to him except to suggest other employees who spoke his language might have assisted to some degree. Due to having no one on staff who speaks the claimant's language, Express Services has been unable to contact him to offer him other assignments.

**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.

The claimant worked at his assignment until sent home by the client company. He did not contact the temporary agency within three days of the end of the assignment, but there is no evidence the claimant was instructed to do so. The employer acknowledged it did not have an interpreter available to provide the information in Mr. Doeuk's native language. Without understanding the requirements, he cannot be held accountable for not complying with them. The claimant was laid off for lack of work.

**DECISION:**

The representative's decision of May 16, 2007, reference 01, is affirmed. Savann Doeuk is qualified for benefits, provided he is otherwise eligible.

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Bonny G. Hendricksmeier  
Administrative Law Judge

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Decision Dated and Mailed

bgh/kjw