

**IOWA WORKFORCE DEVELOPMENT  
Unemployment Insurance Appeals Section  
1000 East Grand—Des Moines, Iowa 50319  
DECISION OF THE ADMINISTRATIVE LAW JUDGE  
68-0157 (7-97) – 3091078 - EI**

**SANDRA S ROUZE  
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CEDAR RAPIDS IA 52404**

**EXPRESS SERVICES  
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**Appeal Number: 06A-UI-04069-JTT  
OC: 03/12/06 R: 03  
Claimant: Respondent (1)**

**This Decision Shall Become Final**, unless within fifteen (15) days from the date below, you or any interested party appeal to the Employment Appeal Board by submitting either a signed letter or a signed written Notice of Appeal, directly to the **Employment Appeal Board, 4th Floor—Lucas Building, Des Moines, Iowa 50319**.

The appeal period will be extended to the next business day if the last day to appeal falls on a weekend or a legal holiday.

STATE CLEARLY

1. The name, address and social security number of the claimant.
2. A reference to the decision from which the appeal is taken.
3. That an appeal from such decision is being made and such appeal is signed.
4. The grounds upon which such appeal is based.

YOU MAY REPRESENT yourself in this appeal or you may obtain a lawyer or other interested party to do so provided there is no expense to Workforce Development. If you wish to be represented by a lawyer, you may obtain the services of either a private attorney or one whose services are paid for with public funds. It is important that you file your claim as directed, while this appeal is pending, to protect your continuing right to benefits.

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(Administrative Law Judge)

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(Decision Dated & Mailed)

871 IAC 24.1(113)(a) – Layoff  
Section 96.5(1)(j) – Temporary Employment Agencies

STATEMENT OF THE CASE:

Express Services filed a timely appeal from the April 5, 2006, reference 01, decision that allowed benefits. After due notice was issued, a hearing was held on May 1, 2006. Claimant Sandra Rouze participated. Staffing Consultant Heather Wickman represented Express Services temporary employment agency.

FINDINGS OF FACT:

Having reviewed all of the evidence in the record, the administrative law judge finds: Sandra Rouze commenced her employment relationship with Express Services on March 7, 2005 and was assigned to a full-time production position at Addidas. That assignment ended on March 1 and Ms. Rouze worked a full-shift on that date. That evening, Express Services Staffing

Consultant Heather Wickman notified Ms. Rouze that production has slowed and Ms. Rouze was being temporarily laid off. Ms. Wickman told Ms. Rouze that she would be eligible to return to the assignment when production increased. Ms. Wickman told Ms. Rouze that Ms. Wickman had Ms. Rouze's file out and was marking her as being available for further work. Ms. Rouze indicated that she was interested in working, but Express Services had no assignments for her at that time. Ms. Rouze next had contacted with Express Services on March 13, when she called to request documentation of the temporary layoff and Ms. Rouze's availability for further work be sent to a social worker so that Ms. Rouze could continue receiving food stamps. Ms. Wickman agreed to provide such a letter. When Ms. Rouze did not receive the letter within two to three days, she again contacted Express Services, she again contacted Express Services and made the same request. Ms. Rouze next made contact with Express Services when she received notice that a fact-finding interview would be scheduled, noticed that the document referenced a quit, and telephoned Express Services to confirm her temporary layoff status. Ms. Rouze had contact with the employer at the time of the fact-finding interview and indicated again that she was immediately available for an assignment. Ms. Rouze then had contact with Express Services on March 29, when Ms. Wickman notified Ms. Rouze she was being recalled to the assignment at Addidas and Ms. Rouze accepted the recall. Ms. Rouze is now back at work for Express Services at the full-time assignment at Addidas.

#### REASONING AND CONCLUSIONS OF LAW:

The evidence in the record establishes that Ms. Rouze completed an assignment at Addidas on March 10, 2006, at which time she was temporarily unemployed due to a layoff. A layoff is a suspension from pay status initiated by the employer without prejudice to the worker for such reasons as: lack of orders, model changeover, termination of seasonal or temporary employment, inventory-taking, introduction of laborsaving devices, plant breakdown, shortage of materials; including temporarily furloughed employees and employees placed on unpaid vacations. 871 IAC 24.1(113)(a). An individual shall be deemed temporarily unemployed if for a period, verified by the department, not to exceed four consecutive weeks, the individual is unemployed due to a plant shutdown, vacation, inventory, lack of work or emergency from the individual's regular job or trade in which the individual worked full-time and will again work full time, if the individual's employment, although temporarily suspended, has not been terminated. Iowa Code section 96.19(38)(c).

The remaining questions are whether Express Services had a written policy that complied with the requirements of Iowa Code section 96.5(1)(j) and, if so, whether Ms. Rouze contacted Express Services within three working days of completion of her assignment.

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 establishes that the employer had a written policy that complied with the requirements of Iowa Code section 96.5(1)(j). The purpose of the statute is to provide notice to the temporary agency employer that the claimant is available for work at the conclusion of the temporary assignment. The evidence indicates that Ms. Rouze was in contact with Express Services the same day her assignment ended, communicated that she was ready for a new assignment, and that Express Services duly noted her availability.

Based on the evidence in the record and application of the appropriate law, the administrative law judge concludes that Ms. Rouze's separation from the employment relationship on

March 10 was for good cause attributable to Express Services. Ms. Rouze is eligible for benefits, provided she is otherwise eligible. The employer's account may be charged for benefits paid to Ms. Rouze.

DECISION:

The Agency representative's decision dated April 5, 2006, reference 01, is affirmed. On March 10, 2006, the claimant for laid off due to lack of work and separated from the relationship with the temporary employment agency 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.

jt/tjc