

**IOWA WORKFORCE DEVELOPMENT
UNEMPLOYMENT INSURANCE APPEALS**

68-0157 (9-06) - 3091078 – EI

STEVEN A TYLEE
Claimant

APPEAL NO. 07A-UI-05411-CT

**ADMINISTRATIVE LAW JUDGE
DECISION**

EXPRESS SERVICES INC
Employer

OC: 04/29/07 R: 03
Claimant: Respondent (1)

Section 96.5(1)j – Temporary Employment

STATEMENT OF THE CASE:

Express Services, Inc. filed an appeal from a representative's decision dated May 21, 2007, reference 03, which held that no disqualification would be imposed regarding Steven Tylee's separation from employment. After due notice was issued, a hearing was held by telephone on June 12, 2007. The employer participated by Connie Cooper, Co-Owner. Exhibit One was admitted on the employer's behalf. Mr. Tylee did not respond to the notice of hearing.

ISSUE:

At issue in this matter is whether Mr. Tylee was separated from employment for any disqualifying reason.

FINDINGS OF FACT:

Having heard the testimony of the witnesses and having reviewed all of the evidence in the record, the administrative law judge finds: Mr. Tylee began working for Express Services, Inc., a temporary placement firm, on December 7, 2005. His last assignment was on March 28, 2007. At that time, he completed a one-day assignment with J & A Printing. The employer has not had further contact from Mr. Tylee since that date.

At the time of hire, Mr. Tylee signed a document indicating he had to contact the employer within three days of the end of an assignment. The document also constitutes an acknowledgement of receipt of the employee handbook. The document advises that the employment is at-will and contains instructions on reporting injuries. The document constitutes an agreement to abide by safety policies and equal employment opportunity policies. The document is also a release to enable the employer to check references and advises the employee that meeting bonding requirements may be a condition of employment.

REASONING AND CONCLUSIONS OF LAW:

Mr. Tylee was hired for placement in temporary work assignments. An individual so employed must complete the last assignment in order to avoid the voluntary quit provisions of the law. See 871 IAC 24.26(19). Mr. Tylee completed his last assignment on March 28, 2007. He would

not be required to continue seeking work through Express Services, Inc. unless the provisions of Iowa Code section 96.5(1)j were met. This section requires a temporary agency to give the employee written notice that he has to seek reassignment within three working days of the end of an assignment.

The notice the employer provided to Mr. Tylee did not comport with the requirements of section 96.5(1)j. The law requires that the notice be on a separate document that does not contain other terms and conditions of employment. The notice signed by Mr. Tylee contains other terms of his employment with Express Services, Inc. The notice advises of the procedures for reporting injuries. It is also a release of information and an acknowledgement that the employment is at-will. It advises of the need to follow safety and equal opportunity policies while working for the client company. Requiring that the notice be separate from other terms of the employment was, no doubt, intended to make sure the three-day reporting requirement was not lost among the myriad of other information provided to employees at the time of hire. Because Mr. Tylee was not given the notice required by law, the provisions of section 96.5(1)j cannot form the basis of a disqualification from job insurance benefits. Accordingly, benefits are allowed.

DECISION:

The representative's decision dated May 21, 2007, reference 03, is hereby affirmed. Mr. Tylee was separated from employment for no disqualifying reason. Benefits are allowed, provided he satisfies all other conditions of eligibility.

Carolyn F. Coleman
Administrative Law Judge

Decision Dated and Mailed

cfc/css