

**IOWA WORKFORCE DEVELOPMENT  
UNEMPLOYMENT INSURANCE APPEALS**

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

**JAMES A LAFAVE**

Claimant

**APPEAL NO. 08A-UI-02692-CT**

**ADMINISTRATIVE LAW JUDGE  
DECISION**

**EXPRESS SERVICES INC**

Employer

**OC: 02/10/08 R: 02  
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 March 12, 2008, reference 01, which allowed benefits to James Lafave on a finding that he was able to and available for work. After due notice was issued, a hearing was held by telephone on April 2, 2008. Mr. Lafave participated personally and offered additional testimony from Anita Martinez. The employer participated by Crystal McBride, Personnel Supervisor.

**ISSUE:**

At issue in this matter is whether Mr. Lafave 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. Lafave was employed by Express Services, Inc., a temporary placement firm, beginning October 2, 2006. His last assignment was with Rees Associates, where he worked from November 19, 2007 until January 21, 2008. Rees Associates notified him that the assignment was over. Mr. Lafave's next contact with Express Services was on January 25, when he went in to get his paycheck.

Mr. Lafave signed a document on September 20, 2006 advising that he had to contact Express Services within three working days of the end of an assignment. He was not provided a copy of the document for his records.

**REASONING AND CONCLUSIONS OF LAW:**

Mr. Lafave 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). It is undisputed that Mr. Lafave did, in fact, complete his last assignment, as he remained until no further work was available with Rees Associates. He was not required to seek further work with Express Services unless he had been provided the notice required by Iowa Code section 96.5(1)j.

Section 96.5(1)j requires that a temporary employer provide the employee with written notice that he has to contact the temporary employer within three working days of the end of an assignment. The administrative law judge need not determine if the notice itself that was provided to Mr. Lafave satisfied the requirements of the law. The law provides that "a copy of the signed document *shall* be provided to the temporary employee" (emphasis supplied). The word "shall" imposes a duty. See Iowa Code section 4.1(30)a. Therefore, even if the document itself contained all information required by law, the failure to provide Mr. Lafave with a copy at the time it was signed means the document cannot form the basis of a disqualification from benefits.

After considering all of the evidence, the administrative law judge concludes that Mr. Lafave completed his last assignment and was separated from Express Services on January 21, 2008 for no disqualifying reasons. Accordingly, benefits are allowed.

**DECISION:**

The representative's decision dated March 12, 2008, reference 01, is hereby affirmed as to result. Mr. Lafave was separated from Express Services, Inc. on January 21, 2008 for no disqualifying reason. Benefits are allowed, provided he satisfies all other conditions of eligibility.

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Carolyn F. Coleman  
Administrative Law Judge

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Decision Dated and Mailed

cfc/kjw