

**IOWA WORKFORCE DEVELOPMENT  
UNEMPLOYMENT INSURANCE APPEALS**

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

**RONALD W ENNIS**  
Claimant

**APPEAL NO. 09A-UI-02100-NT**

**ADMINISTRATIVE LAW JUDGE  
DECISION**

**LABOR READY MIDWEST INC**  
Employer

**OC: 12/14/08 R: 12  
Claimant: Appellant (1)**

Section 96.5-1-j – Voluntary Leaving (Temporary Employment)

**STATEMENT OF THE CASE:**

The claimant filed an appeal from a representative's decision dated February 2, 2009, reference 02, which denied benefits based upon his separation from Labor Ready Midwest. After due notice was issued, a hearing was held by telephone on March 3, 2009. Mr. Ennis participated personally. The employer participated by Ms. Kathy Archer, assistant manager.

**ISSUE:**

The issue in this matter is whether the claimant voluntarily quit employment by failing to make himself available for additional assignments for the temporary employment firm within three working days of the completion of his last assignment.

**FINDINGS OF FACT:**

The administrative law judge, having heard the testimony and having considered all the evidence in the record, finds: The claimant completed a long-term assignment through Labor Ready Midwest at MHC Systems on December 17, 2008. At the time of accepting employment with Labor Ready Midwest, Mr. Ennis had signed a written agreement agreeing to notify the temporary employment service of the end of each assignment and of his availability for work within three working days of the end of each temporary assignment. The agreement was on a separate piece of paper and was signed by Mr. Ennis.

Mr. Ennis was informed by MHC Systems that his long-term assignment would be ending on December 17, 2008. Mr. Ennis had reported to Labor Ready Midwest's facility on December 16 to pick up his paycheck and at that time had indicated that he expected to return to the MHC assignment during approximately the second week of January 2009. Mr. Ennis did not indicate his availability for other assignments through the holiday period and did not contact Labor Ready Midwest on a regular basis to determine if any additional work was available to him. Although the employment relationship was between Mr. Ennis and Labor Ready Midwest, the claimant chose to rely on representations that had been made by the client company regarding future employment. The claimant did not attempt to secure additional assignments with Labor Ready Midwest for approximately a two-week period, because he hoped to return to the preferred client employer's location in the future and because of the holiday season.

## REASONING AND CONCLUSIONS OF LAW:

For the reasons that follow, the administrative law judge concludes the claimant voluntarily left employment without good cause attributable to the employer.

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 evidence in the record establishes that the employer provided the claimant with a written copy of the reporting policy that informed the claimant that he must report that the assignment had ended and to make himself available for additional assignments within a three-day period. The evidence established the claimant went into Labor Ready Midwest's facility on the evening of December 16, 2008, to pick up his paycheck. However, the evidence does not establish that the claimant provided notice to the temporary agency that he was available for work at the conclusion of the work assignment in question. Mr. Ennis had hopes of returning to a previous client employer location based upon statements that had been made by the client to Mr. Ennis but not to Labor Ready Midwest. The evidence establishes that Mr. Ennis indicated that he had hopes of returning to a preferred assignment approximately the second week of January 2009,

and that the claimant therefore did not contact Labor Ready Midwest for at least a two-week period to attempt to secure additional available assignments through that company.

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 a temporary assignment. In this case, the employer did not have notice of the claimant's availability, because Mr. Ennis did not call in as required nor indicate that he was available for additional assignment at the end of the assignment with MHC Systems. The evidence establishes that Mr. Ennis did not attempt to make himself available for other potential assignments with Labor Ready Midwest for an approximate two-week period after his most recent assignment had ended. The claimant thus voluntarily quit employment by failing to report that he was available for additional work within three days of the end of his most recent temporary assignment. Benefits are withheld.

**DECISION:**

The February 2, 2009, reference 02, decision is affirmed. The claimant voluntarily quit employment by failing to notify the employer of his availability at the completion of a temporary assignment within three working days as required by statute. Benefits are withheld until the claimant has worked in and has been paid wages for insured work equal to ten times his weekly benefit amount, provided he is otherwise eligible.

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Terence P. Nice  
Administrative Law Judge

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Decision Dated and Mailed

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