

**IOWA WORKFORCE DEVELOPMENT  
UNEMPLOYMENT INSURANCE APPEALS**

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

**JAMES W RALLS**

Claimant

**APPEAL NO. 10A-UI-01446-CT**

**ADMINISTRATIVE LAW JUDGE  
DECISION**

**LABOR READY MIDWEST INC**

Employer

**OC: 11/29/09**

**Claimant: Respondent (2-R)**

Section 96.5(1)j – Temporary Employment  
Section 96.3(7) – Recovery of Overpayments

**STATEMENT OF THE CASE:**

Labor Ready Midwest, Inc. filed an appeal from a representative's decision dated January 12, 2010, reference 02, which held that no disqualification would be imposed regarding James Ralls' separation from employment. After due notice was issued, a hearing was held by telephone on March 9, 2010. Mr. Ralls participated personally. The employer participated by Jessica Spinello, Branch Manager. Exhibits One through Four were admitted on the employer's behalf.

**ISSUE:**

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

**FINDINGS OF FACT:**

Having heard the testimony and having reviewed all of the evidence in the record, the administrative law judge finds: Mr. Ralls began working for Labor Ready on July 3, 2009. He was assigned to work full time for Elite Flagging, where he has worked for the last four years. His employment with Elite Flagging has always been through a temporary placement firm such as Labor Ready. Labor Ready met with employees on July 1, 2009 to explain that it was the new employer.

On July 3, 2009, Mr. Ralls signed a document which advised that he needed to contact Labor Ready within three working days of the end of each assignment. The document sets forth Iowa Code section 96.5(1)j in its entirety. The notice is on a single sheet and does not contain any other terms or conditions of the employment. Mr. Ralls was notified by Elite Flagging that his work was over for the season on November 24, 2009. He did not contact Labor Ready until February 12, 2010.

Mr. Ralls filed a claim for job insurance benefits effective November 29, 2009. He has received a total of \$2,873.00 in benefits since filing the claim.

**REASONING AND CONCLUSIONS OF LAW:**

It is undisputed that Mr. Ralls completed his last assignment with Labor Ready. However, he failed to notify Labor Ready that his assignment with Elite Flagging was over within three working days of when the assignment ended. He had been notified of this requirement in writing. The notice provided him by Labor Ready conforms to the requirements set forth in Iowa Code section 96.5(1)j. It is on a single document that does not contain other terms and conditions of employment. The requirement is stated in terms that are easy to understand. The fact that Mr. Ralls may have been inattentive to the document he was signing does not constitute good cause for not complying with the requirements stated in the document.

This is not a case in which Labor Ready notified Mr. Ralls that the assignment was over. In such a case, the employee would not be required to give notice of a fact that was already known to the employer. Although Mr. Ralls had worked for Elite Flagging for a number of years, Labor Ready was his employer. Inasmuch as he failed to give Labor Ready notice that his assignment was over within three working days of when it ended, he is not entitled to job insurance benefits.

Mr. Ralls has received benefits since filing his claim. Based on the decision herein, the benefits received now constitute an overpayment. As a general rule, an overpayment of job insurance benefits must be repaid. Iowa Code section 96.3(7). If the overpayment results from the reversal of an award of benefits based on an individual's separation from employment, it may be waived under certain circumstances. An overpayment will not be recovered from an individual if the employer did not participate in the fact-finding interview on which the award of benefits was based, provided there was no fraud or willful misrepresentation on the part of the individual. This matter shall be remanded to Claims to determine if benefits already received will have to be repaid.

**DECISION:**

The representative's decision dated January 12, 2010, reference 02, is hereby reversed. Mr. Ralls left his employment with Labor Ready but did not give the notice required by section 96.5(1)j. Benefits are denied until he has worked in and been paid wages for insured work equal to ten times his weekly job insurance benefit amount, provided he is otherwise eligible. This matter is remanded to Claims to determine the amount of any overpayment and whether Mr. Ralls will be required to repay benefits.

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Carolyn F. Coleman  
Administrative Law Judge

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Decision Dated and Mailed

cfc/pjs