

**IOWA WORKFORCE DEVELOPMENT
UNEMPLOYMENT INSURANCE APPEALS**

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

AMAR M TEKLE

Claimant

APPEAL NO. 10A-UI-02282-HT

**ADMINISTRATIVE LAW JUDGE
DECISION**

LABOR READY MIDWEST

Employer

**Original Claim: 03/01/09
Claimant: Respondent (1)**

Section 96.5(1)j – Quit/Temporary

STATEMENT OF THE CASE:

The employer, Labor Ready, filed an appeal from a decision dated January 27, 2010, reference 05. The decision allowed benefits to the claimant, Amar Tekle. After due notice was issued, a hearing was held by telephone conference call on March 25, 2010. The claimant did not provide a telephone number where he could be contacted and did not participate. The employer participated by Customer Service Representative Suzette Harms.

ISSUE:

The issue is whether the claimant quit work with good cause attributable to the employer.

FINDINGS OF FACT:

Amar Tekle was employed by Labor Ready from July 18, 2008 until October 26, 2008. His last assignment was a one-night cleaning job at a local arena on October 26, 2008. He signed in requesting more work on October 29, 2008.

REASONING AND CONCLUSIONS OF LAW:

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 claimant completed his one-day assignment as agreed. He returned to the employer within three days to request more work. Under the provisions of the above Code section the claimant has met all of the requirements and disqualification may not be imposed.

DECISION:

The representative's decision of January 27, 2010, reference 05, is affirmed. Amar Tekle is qualified for benefits, provided he is otherwise eligible.

Bonny G. Hendricksmeier
Administrative Law Judge

Decision Dated and Mailed

bgh/kjw