

**IOWA WORKFORCE DEVELOPMENT
UNEMPLOYMENT INSURANCE APPEALS**

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

YURI F RAMIREZ

Claimant

APPEAL NO. 08A-UI-00950-HT

**ADMINISTRATIVE LAW JUDGE
DECISION**

LABOR READY MIDWEST

Employer

**OC: 12/09/07 R: 01
Claimant: Respondent (1)**

Section 96.5(1) – Quit

STATEMENT OF THE CASE:

The employer, Labor Ready, filed an appeal from a decision dated January 17, 2008, reference 01. The decision allowed benefits to the claimant, Yuri Ramirez. After due notice was issued a hearing was held by telephone conference call on February 13, 2008. The claimant participated on his own behalf. The employer participated by Branch Manager Mike Schmith. Exhibit One was admitted into the record.

ISSUE:

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

FINDINGS OF FACT:

Yuri Ramirez was employed by Labor Ready from October 17 until December 14, 2007. The employer considers each assignment to be only day-to-day, and at the end of each day's assignment, the assignment has been completed. New assignments will only be given to those who appear at the Labor Ready office each day and sign in. Employees are notified of these policies in the application for employment.

Mr. Ramirez was only assigned to Cloverleaf during the course of his employment, but not every day. The number of workers sent to the client company depended solely on the number of people requested, and the claimant was not sent every day. His last day of work was December 14, 2007, and he elected not to come to Labor Ready and sign in for work after that because he only wanted to work at Cloverleaf because of the rate of pay, and Labor Ready could not guarantee he would be able to work there every day.

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.

871 IAC 24.26(19) provides:

Voluntary quit with good cause attributable to the employer and separations not considered to be voluntary quits. The following are reasons for a claimant leaving employment with good cause attributable to the employer:

(19) The claimant was employed on a temporary basis for assignment to spot jobs or casual labor work and fulfilled the contract of hire when each of the jobs was completed. An election not to report for a new assignment to work shall not be construed as a voluntary leaving of employment. The issue of a refusal of an offer of suitable work shall be adjudicated when an offer of work is made by the former employer. The provisions of Iowa Code section 96.5(3) and rule 24.24(96) are controlling in the determination of suitability of work. However, this subrule shall not apply to substitute school employees

who are subject to the provisions of Iowa Code section 96.4(5) which denies benefits that are based on service in an educational institution when the individual declines or refuses to accept a new contract or reasonable assurance of continued employment status. Under this circumstance, the substitute school employee shall be considered to have voluntarily quit employment.

According to the employer's own policies, an employee successfully completed the assignment at the end of each work day. Employees are not required to notify the employer within three working days of the end of each assignment to request more work, but only to come to the office and sign in whenever they wish to work. The claimant successfully completed his last assignment and elected not to request more work. Under the provisions of the above Administrative Code section, this is not a disqualifying separation.

DECISION:

The representative's decision of January 17, 2008, reference 01, is affirmed. Yuri Ramirez is qualified for benefits, provided he is otherwise eligible.

Bonny G. Hendricksmeier
Administrative Law Judge

Decision Dated and Mailed

bgh/pjs