

**IOWA WORKFORCE DEVELOPMENT
UNEMPLOYMENT INSURANCE APPEALS**

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

RICHARD C BRACEWELL
Claimant

APPEAL NO. 09A-UI-18421-HT

**ADMINISTRATIVE LAW JUDGE
DECISION**

LABOR READY MIDWEST INC
Employer

**Original Claim: 10/11/09
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 November 30, 2009, reference 02. The decision allowed benefits to the claimant, Richard Bracewell. After due notice was issued, a hearing was held by telephone conference call on January 20, 2010. The claimant participated on his own behalf. The employer participated by Customer Service Representative Courtney Ramquest.

ISSUE:

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

FINDINGS OF FACT:

Richard Bracewell was employed by Labor Ready beginning March 13, 2009. He worked full-time for another company during the summer of 2009 and when the seasonal work ended, he filed for unemployment benefits effective October 11, 2009. He also signed up for more work with Labor Ready. He was assigned to Experienced Roofing for three days, October 26, 27, and 28, 2009. On October 30, 2009, he came back into the Labor Ready office and signed up for more work.

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 properly notified the employer within three working days of the end of his last assignment. Under the provisions of the above Code chapter, he is qualified for benefits.

DECISION:

The representative's decision of November 30, 2009, reference 02, is affirmed. Richard Bracewell is qualified for benefits, provided he is otherwise eligible.

Bonny G. Hendricksmeier
Administrative Law Judge

Decision Dated and Mailed

bgh/kjw