

**IOWA WORKFORCE DEVELOPMENT  
UNEMPLOYMENT INSURANCE APPEALS**

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

**DAWN M LAMPERS**  
Claimant

**APPEAL NO. 11A-UI-07304-AT**

**ADMINISTRATIVE LAW JUDGE  
DECISION**

**L A LEASING INC  
SEDONA STAFFING**  
Employer

**OC: 12/19/10**  
**Claimant: Appellant (1)**

Section 96.5-1-j – Quit From Temporary Employment

**STATEMENT OF THE CASE:**

Dawn M. Lampers filed a timely appeal from an unemployment insurance decision dated May 25, 2011, reference 03, that disqualified her for benefits. After due notice was issued, a telephone hearing was held June 28, 2011. Although Ms. Lampers had provided a telephone number, the number was answered by a recording at the time of the hearing. The administrative law judge left instructions for the claimant to call the Appeals Bureau if she wished to participate. There was no contact from the claimant. Carrie Cannon and Chad Baker participated for the employer, Sedona Staffing.

**ISSUE:**

Did the claimant leave work with good cause attributable to the employer?

**FINDINGS OF FACT:**

Dawn M. Lampers was initially hired by Sedona Staffing, a temporary employment agency, on December 17, 2007. At the time she was hired she received a separate written statement advising her that she must contact Sedona Staffing within three working days after the end of each assignment to seek re-assignment. Ms. Lampers' last assignment ended on Friday, April 15, 2011. She did not initiate contact with Sedona Staffing until April 28, 2011. She was offered an additional assignment on April 20, 2011, but she declined.

## REASONING AND CONCLUSIONS OF LAW:

The question is whether the claimant's separation from employment was a disqualifying event. It was.

Iowa Code § 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 this record persuades the administrative law judge that Ms. Lampers was a temporary employee and that Sedona Staffing is a temporary employment agency. The statute set forth above disqualifies an individual such as Ms. Lampers if the individual fails to seek re-assignment from the temporary employment agency within three working days after the end of an assignment, provided that the temporary employment agency has given the individual written notice of the obligation to seek re-assignment. The evidence establishes to the satisfaction of the administrative law judge that the employer provided the required written notice and that Ms. Lampers failed to seek re-assignment within three working days after the end of her last assignment. Under these circumstances, unemployment insurance benefits must be withheld.

**DECISION:**

The unemployment insurance decision dated May 25, 2011, reference 03, is affirmed. Benefits are withheld until the claimant has worked in and has been paid wages for insured work equal to ten times her weekly benefit amount, provided she is otherwise eligible.

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Dan Anderson  
Administrative Law Judge

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Decision Dated and Mailed

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