

**IOWA WORKFORCE DEVELOPMENT  
UNEMPLOYMENT INSURANCE APPEALS**

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

**GARY L RYAN**  
Claimant

**APPEAL NO. 09A-UI-05054-CT**

**ADMINISTRATIVE LAW JUDGE  
DECISION**

**SEDONA STAFFING**  
Employer

**Original Claim: 02/01/09  
Claimant: Appellant (1)**

Section 96.5(1)j – Temporary Employment

**STATEMENT OF THE CASE:**

Gary Ryan filed an appeal from a representative's decision dated March 24, 2009, reference 07, which denied benefits based on his separation from Sedona Staffing. After due notice was issued, a hearing was held by telephone on April 28, 2009. Mr. Ryan participated personally. The employer participated by Brenda Lampe, Account Manager, and Chad Baker, Workers' Compensation Administrator.

**ISSUE:**

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

**FINDINGS OF FACT:**

Having heard the testimony of the witnesses and having reviewed all of the evidence in the record, the administrative law judge finds: Mr. Ryan began working through Sedona Staffing, a temporary placement firm, on November 7, 2007. His last assignment was with Egging Company, where he began working full-time hours on February 5, 2009. The assignment ended on February 19, as his services were no longer needed. A voice message was left for Mr. Ryan on February 19 advising him that the assignment was over and asking him to call Sedona Staffing. He did not return the call as requested.

Mr. Ryan had signed a document on December 8, 2008 advising him that he needed to contact Sedona Staffing within three working days of the end of his assignment. The notice was on a document separate from other terms and conditions of employment and a copy was provided to him. The notice advised Mr. Ryan of the consequences of failing to make the required contact within three working days. After notifying him of the end of the assignment, Sedona Staffing did not hear further from Mr. Ryan until February 26, when he came to get his final paycheck and turn in his shoe guards.

**REASONING AND CONCLUSIONS OF LAW:**

Mr. Ryan was hired for placement in temporary work assignments and completed his last assignment. However, he failed to seek reassignment within three working days of the end of the assignment as required by Iowa Code section 96.5(1)j. He had been notified of this requirement in writing on December 8, 2008. The notice provided to him by Sedona Staffing complied with the requirements of the law in that it was on a separate document and a copy was provided to Mr. Ryan. The notice set forth the requirements and the consequences of failing to satisfy the requirements.

Mr. Ryan did not contact Sedona Staffing within three working days of the end of his assignment. Although it was Sedona Staffing that notified him of the end of the assignment, the information was provided in a voice message and not by direct contact. Mr. Ryan did not call back as requested to discuss reassignment. Because he did not seek reassignment within three working days of February 19, 2009, Mr. Ryan's separation is considered a voluntary quit. An individual who voluntarily quits employment is disqualified from receiving job insurance benefits unless the quit was for good cause attributable to the employer. Iowa Code section 96.5(1).

The evidence of record does not establish any good cause attributable to the employer for Mr. Ryan's separation. Therefore, he is not entitled to job insurance benefits.

**DECISION:**

The representative's decision dated March 24, 2009, reference 07, is hereby affirmed. Mr. Ryan voluntarily quit his employment with Sedona Staffing effective February 19, 2009 for no good cause attributable to the employer. Benefits are withheld until he has worked in and been paid wages for insured work equal to ten times his weekly job insurance benefit amount, provided he satisfies all other conditions of eligibility.

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Carolyn F. Coleman  
Administrative Law Judge

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Decision Dated and Mailed

cfc/kjw