

**IOWA WORKFORCE DEVELOPMENT
UNEMPLOYMENT INSURANCE APPEALS**

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

TEAH D PETERSON
Claimant

APPEAL NO. 10A-UI-06819-CT

**ADMINISTRATIVE LAW JUDGE
DECISION**

**AVENTURE STAFFING &
PROFESSIONAL SERVICES**
Employer

OC: 03/28/10
Claimant: Appellant (2)

Section 96.5(1)j – Temporary Employment

STATEMENT OF THE CASE:

Teah Peterson filed an appeal from a representative's decision dated April 30, 2010, reference 03, which denied benefits based on her separation from Aventure Staffing & Professional Services (Aventure). After due notice was issued, a hearing was held by telephone on June 21, 2010. Ms. Peterson participated personally. The employer participated by Cyd Hall, Office Manager. Exhibits One and Two were admitted on the employer's behalf.

ISSUE:

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

FINDINGS OF FACT:

Having heard the testimony and having reviewed all of the evidence in the record, the administrative law judge finds: Ms. Peterson was employed by Aventure, a temporary placement firm, from June 15 until July 24, 2009. She was assigned to work full time for Jack Links. She was released from the assignment because her work pace was unsatisfactory. Her on-site supervisor had counseled her concerning her pace and she had shown improvement. She was notified on July 24 by Cheryl, an Aventure employee, that her assignment was over. The two discussed the availability of other work but none was available at that time.

On June 12, 2009, Ms. Peterson received an Aventure employee handbook. One of its provisions is that the employee contact Aventure within three days of the end of an assignment to receive the next assignment. It also provides that the failure to make such contact will be deemed a voluntary quit. The above provisions are outlined on page four of the handbook. Ms. Peterson also signed an employee agreement on June 12, 2009. The single-page document contains a space where the employee can indicate the willingness to use his or her personal vehicle for work. The document also contains a waiver of claims against the client company in the event of an on-the-job injury. It also contains a statement that the individual must contact Aventure within three days of the completion of each assignment.

REASONING AND CONCLUSIONS OF LAW:

Ms. Peterson was hired for placement in temporary work assignments. An individual so employed must complete her last assignment in order to avoid the voluntary quit provisions of the law. See 871 IAC 24.26(19), (22). Ms. Peterson completed her last assignment as she worked until work was no longer available to her. Aventure notified her that the assignment was over on July 24 and she asked about the availability of other work the same day. Since none was available, her separation was not a disqualifying event. The employer contended that she did not seek reassignment until July 31, more than three working days after her assignment ended.

Ms. Peterson was not required to continue seeking work through Aventure unless the requirements of Iowa Code section 96.5(1)j were satisfied. This section requires that the temporary placement firm give written notice that an individual must seek reassignment within three working days of the end of each assignment. The law requires that such notice be on a document separate from other terms and conditions of the employment. The notice Aventure provided Ms. Peterson was not sufficient under the law. At one point, the notice is contained within the pages of the employee handbook. On another occasion, it is contained with terms concerning the use of a private vehicle and the workers compensation waiver.

The requirement that the three-day notice be on a separate page was, no doubt, intended to prevent the information from being lost within the myriad of other paperwork an individual usually signs at the onset of employment. Because the notice requirement in this case was not on a separate document, it is not legally sufficient to result in disqualification under section 96.5(1)j. Accordingly, benefits are allowed.

DECISION:

The representative's decision dated April 30, 2010, reference 03, is hereby reversed. Ms. Peterson was separated from Aventure on July 24, 2009 for no disqualifying reason. Benefits are allowed, provided she is otherwise eligible.

Carolyn F. Coleman
Administrative Law Judge

Decision Dated and Mailed

cfc/css