

**IOWA WORKFORCE DEVELOPMENT
UNEMPLOYMENT INSURANCE APPEALS**

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

JESSICA L MICKELSON
Claimant

APPEAL NO. 06A-UI-10364-CT

**ADMINISTRATIVE LAW JUDGE
DECISION**

SEDONA STAFFING
Employer

**OC: 09/17/06 R: 03
Claimant: Appellant (2)**

Section 96.5(1)j – Temporary Employment

STATEMENT OF THE CASE:

Jessica Mickelson filed an appeal from a representative's decision dated October 19, 2006, reference 04, which denied benefits based on her separation from Sedona Staffing. After due notice was issued, a hearing was held by telephone on November 7, 2006. Ms. Mickelson participated personally. The employer participated by Sarah Schneck, Risk Management Assistant, and Thomas Appel, Account Manager.

ISSUE:

At issue in this matter is whether Ms. Mickelson 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: Ms. Mickelson began working through Sedona Staffing, a temporary placement firm, on February 8, 2006. She was assigned to work full-time hours at Pearson Government Solutions. She was notified on September 13 that the assignment was over. She did not seek a new assignment through Sedona Staffing.

On January 31, 2006, Ms. Mickelson signed an "Associate Acknowledgement, Consent and Enrollment Form" for Sedona Staffing. One of the items on the form is notice that an individual has to seek reassignment within three working days of the end of an assignment. Also included on the form is a consent for drug testing, an authorization to check criminal records, a consent to release medical records, and an agreement to report for modified duty if such is work is provided after a work-related injury.

REASONING AND CONCLUSIONS OF LAW:

Ms. Mickelson was hired by Sedona Staffing for placement in temporary work assignments. An individual so employed must complete the last assignment in order to avoid the voluntary quit provisions of the law. See 871 IAC 24.26(19). Ms. Mickelson completed her last assignment on September 13, 2006. She was not required to continue seeking work through Sedona Staffing

unless the provisions of Iowa Code section 96.5(1)j were satisfied. The law requires that an individual receive notice that she must seek reassignment with the temporary agency within three working days of the end of an assignment.

The law is specific as to the notice that is required. The notice must be clear and concise. It must be separate from other terms and conditions of employment. The notice provided to Ms. Mickelson on January 31, 2006 does not comport with the requirements of the law. The notice provided by Sedona Staffing also contains an authorization to conduct drug testing, an authorization to conduct a criminal background check, and an authorization to obtain medical records. Inasmuch as the three-day requirement was not provided on a form separate from other terms and conditions of employment, it may not form the basis of a disqualification from benefits. Accordingly, benefits are allowed.

DECISION:

The representative's decision dated October 19, 2006, reference 04, is hereby reversed. Ms. Mickelson was separated from Sedona Staffing on September 13, 2006 for no disqualifying reason. Benefits are allowed, provided she satisfies all other conditions of eligibility.

Carolyn F. Coleman
Administrative Law Judge

Decision Dated and Mailed

cfc/kjw