

**IOWA WORKFORCE DEVELOPMENT  
UNEMPLOYMENT INSURANCE APPEALS**

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

**NICOLE L HINES**  
Claimant

**APPEAL NO. 07A-UI-02239-HT**

**ADMINISTRATIVE LAW JUDGE  
DECISION**

**ADECCO USA INC**  
Employer

**OC: 01/07/07 R: 03  
Claimant: Respondent (2)**

Section 96.5(1)j – Quit/Temporary  
Section 96.3(7) – Overpayment

**STATEMENT OF THE CASE:**

The employer, Adecco, filed an appeal from a decision dated February 22, 2007, reference 01. The decision allowed benefits to the claimant, Nicole Hines. After due notice was issued a hearing was held by telephone conference call on March 21, 2007. The claimant did not provide a telephone number where she could be contacted and did not participate. The employer participated by Branch Manager Jack Shappee and was represented by TALX in the person of Klaren Bentley. Exhibit One was admitted into the record.

**ISSUE:**

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

**FINDINGS OF FACT:**

Nicole Hines was employed by Adecco from June 8, 2006 until January 3, 2007. At the time of hire the claimant received, and signed, a "Mandatory Contact Notice" which informed her she must contact the employer within three working days of the end of any assignment.

Ms. Hines had only one assignment during her employment at Verizon Wireless. The assignment ended January 3, 2007, but she did not contact Adecco at any time until February 12, 2007, when she questioned Branch Manager Jack Shappee as to why the employer was protesting her unemployment benefits.

Nicole Hines has received unemployment benefits since filing a claim with an effective date of January 7, 2007.

## 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 was notified in writing that she must contact the temporary agency within three days of the end of any assignment. She failed to do this. Under the provisions of the above Administrative Code section, this is a voluntary quit without good cause attributable to the employer and she is disqualified.

Iowa Code section 96.3-7 provides:

7. Recovery of overpayment of benefits. If an individual receives benefits for which the individual is subsequently determined to be ineligible, even though the individual acts in good faith and is not otherwise at fault, the benefits shall be recovered. The department in its discretion may recover the overpayment of benefits either by having a sum equal to the overpayment deducted from any future benefits payable to the individual or by having the individual pay to the department a sum equal to the overpayment.

If the department determines that an overpayment has been made, the charge for the overpayment against the employer's account shall be removed and the account shall be credited with an amount equal to the overpayment from the unemployment

compensation trust fund and this credit shall include both contributory and reimbursable employers, notwithstanding section 96.8, subsection 5.

The claimant has received unemployment benefits to which she is not entitled. These must be recovered in accordance with the provisions of Iowa law.

**DECISION:**

The representative's decision of February 22, 2007, reference 01, is reversed. Nicole Hines is disqualified and benefits are withheld until she has earned ten times her weekly benefit amount, provided she is otherwise eligible. She is overpaid in the amount of \$1,638.00.

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Bonny G. Hendricksmeier  
Administrative Law Judge

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Decision Dated and Mailed

bgh/css