

**IOWA WORKFORCE DEVELOPMENT  
UNEMPLOYMENT INSURANCE APPEALS**

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

**LINDA L LANGLEY**  
Claimant

**APPEAL NO. 06A-UI-11489-NT**

**ADMINISTRATIVE LAW JUDGE  
DECISION**

**SALEM MANAGEMENT INC**  
Employer

**OC: 10/15/06 R: 01  
Claimant: Respondent (2)**

Section 96.5-2(a) – Discharge for Misconduct  
Section 96.5-1 – Voluntary Quit  
Section 96.5-1(j) – Re-assignment Sought  
Section 96.3-7 – Overpayment of Benefits

**STATEMENT OF THE CASE:**

The employer filed an appeal from a decision of the representative dated November 20, 2006, reference 01, which held the claimant eligible for unemployment insurance benefits. After due notice, a telephone conference hearing was scheduled for and held on December 14, 2006. The claimant participated. The employer participated by Syd Hall, Jessica Cleveland, Steaca Lenz. Claimant's Exhibit One and Employer's Exhibit A were received into evidence.

**ISSUES:**

At issue in the matter is whether the claimant was discharged for misconduct or whether the claimant quit for good cause attributable to the employer and whether the claimant sought re-assignment from the employer. Also at issue is whether the claimant received an overpayment of unemployment insurance benefits.

**FINDINGS OF FACT:**

The administrative law judge, having heard the testimony and having considered all the evidence in the record, finds that: The claimant worked for the captioned temporary employment service from March 15, 2006, until September 22, 2006, when her assignment at Siouxland Yeoman Investment Partnership came to an end. Upon completing her assignment, Ms. Langley did not specifically inform the temporary employment service that her assignment had ended and did not specifically seek re-assignment within three working days as required by the provisions of the law and the agreement that the claimant signed with the temporary employment service. Upon completing her assignment, Ms. Langley picked up her check but did not specifically inform the temporary employment service that the assignment had ended or that she was seeking additional assignments with the company at that time.

## 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.

In this case, the evidence establishes that the claimant did not specifically inform Rudy Salem Employment Agency that her assignment with Siouxland Yeoman Investment Partnership had come to an end. The evidence establishes that the claimant stopped at the facility to pick up her final paycheck but did not specifically inform the temporary employment service of the assignment ended or her desire to seek and accept additional assignments. The evidence establishes at the time of hire that the claimant signed a separate and distinct agreement with the temporary employment service informing her of her obligation to inform the temporary employment service when an assignment had ended and to re-contact the agency for additional assignments.

In this case, although Ms. Langley "believes" that she "may have" done so, the administrative law judge finds that based upon the claimant's lack of ability to remember details, such as the dates of employment and other relevant matters, that the testimony of the employer's witness is more credible and must be given more weight.

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 administrative law judge holds that the claimant is overpaid unemployment insurance benefits in the amount of \$3,240.00, pursuant to Iowa Code section 96.3-7, because a decision has determined the claimant is ineligible to receive benefits due to a voluntary quit without good cause attributable to the employer.

**DECISION:**

The decision of the representative dated November 20, 2006, reference 01, is reversed. Unemployment insurance benefits shall be withheld until the claimant has worked in and been paid wages for insured work equal to ten times her weekly benefit amount, provided the claimant is otherwise eligible. The claimant is overpaid unemployment insurance benefits in the amount of \$3,240.00.

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Terence P. Nice  
Administrative Law Judge

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Decision Dated and Mailed

kjw/css