

**IOWA WORKFORCE DEVELOPMENT  
UNEMPLOYMENT INSURANCE APPEALS**

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

**KIMBERLY RUTHERFORD**  
Claimant

**APPEAL NO: 12A-UI-12770-BT**

**ADMINISTRATIVE LAW JUDGE  
DECISION**

**PALMER COMPANIES INC  
PALMER CONSULTING**  
Employer

**OC: 08/19/12  
Claimant: Appellant (2)**

Iowa Code § 96.5-1 - Voluntary Quit  
Iowa Code § 96.5-1-j - Voluntary Quit of Temporary Employment

**STATEMENT OF THE CASE:**

Kimberly Rutherford (claimant) appealed an unemployment insurance decision dated October 12, 2012, reference 01, which held that she was not eligible for unemployment insurance benefits because she voluntarily quit her employment with Palmer Companies, Inc. (employer) without good cause attributable to the employer. After hearing notices were mailed to the parties' last-known addresses of record, a telephone hearing was held on November 29, 2012. The claimant participated in the hearing with Attorney Charles Hill. The employer participated through Megan Culver, Account Executive. Claimant's Exhibits A through C was admitted into evidence. Based on the evidence, the arguments of the parties, and the law, the administrative law judge enters the following findings of fact, reasoning and conclusions of law, and decision.

**ISSUE:**

The issue is whether the claimant is disqualified for failure to contact the temporary employment agency within three working days after the completion of her assignment, when and if notified of this requirement at the time of hire.

**FINDINGS OF FACT:**

The administrative law judge, having heard the testimony and considered all of the evidence in the record, finds that: The claimant was hired as a temporary employee on December 20, 2011 and assigned to work as a customer service associate at Equifax. The employer is a temporary employment agency that requires employees to check in to request additional work within three working days after the end of an assignment. Although the assignment was ongoing, the claimant quit her assignment on August 24, 2012 due to medical problems with pesticides at the work location.

Equifax had an infestation of bed bugs dating as far back as July 3, 2012 and the claimant had great difficulty working at that location but continued until it was medically impossible. She

notified the employer that she had to leave the assignment and the employer testified that she was eligible for another assignment but none were available at that time.

### **REASONING AND CONCLUSIONS OF LAW:**

The issue in this case is whether the reasons for the claimant's separation from employment qualify her to receive unemployment insurance benefits. The claimant is not qualified to receive unemployment insurance benefits if she voluntarily quit without good cause attributable to the employer or if the employer discharged her for work-connected misconduct. Iowa Code §§ 96.5-1 and 96.5-2-a. The employer herein is a temporary employment agency and temporary employment agencies are governed by Iowa Code § 96.5-1-j, which places specific restrictions on both the employer and the employee with regard to qualification for unemployment insurance benefits after a voluntary separation.

Iowa Code § 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 the case herein, the claimant had to end her assignment on August 24, 2012 due to an infestation of bed bugs and medical problems resulting from the chemicals used to treat that

infestation. She contacted the employer on that day and requested additional work. The employer witness testified the claimant was eligible for additional assignments but none was available at that time. The claimant's separation was with good cause attributable to the employer. Benefits are therefore allowed.

**DECISION:**

The unemployment insurance decision dated October 12, 2012, reference 01, is reversed. The claimant voluntarily quit her employment with good cause attributable to the employer and is qualified to receive unemployment insurance benefits provided she is otherwise eligible.

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Susan D. Ackerman  
Administrative Law Judge

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Decision Dated and Mailed

sda/css