

**IOWA WORKFORCE DEVELOPMENT  
UNEMPLOYMENT INSURANCE APPEALS BUREAU**

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**MARVIN MORGAN**  
Claimant

**PERSONNEL MANAGEMENT GROUP INC**  
Employer

**APPEAL 21A-UI-01253-S1-T**  
**ADMINISTRATIVE LAW JUDGE  
DECISION**

**OC: 07/05/20**  
**Claimant: Appellant (2)**

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Iowa Code § 96.5-2-a – Discharge for Misconduct  
Iowa Code § 96.5-1 - Voluntary Quit  
Iowa Code § 96.5-1-j – Separation from Temporary Employer

**STATEMENT OF THE CASE:**

Marvin Morgan (claimant) appealed a representative's December 2, 2020, decision (reference 01) that concluded ineligibility to receive unemployment insurance benefits due to voluntarily quitting with the Personnel Management Group (employer). After hearing notices were mailed to the parties' last-known addresses of record, a telephone hearing was scheduled for February 16, 2021. The claimant participated personally. The employer did not provide a telephone number where it could be reached and therefore, did not participate in the hearing. The administrative law judge took official notice of the administrative file.

**ISSUE:**

The issues include whether the claimant was separated from employment for any disqualifying reason.

**FINDINGS OF FACT:**

The administrative law judge, having heard the testimony and considered all of the evidence in the record, finds that: The employer is a temporary employment service. It assigned the claimant to contracting jobs across the country over the last seven to ten years. The claimant did not sign a document indicating he was to contact the employer within three working days following the completion of an assignment to request placement in a new assignment.

The employer assigned the claimant to work in California to work on aircraft parts for CPP for two months. The employer increased the length of the contract to nine months and the claimant stayed until approximately the beginning of July 2020. The employer had no work for the claimant from July 1, 2020, through approximately August 9, 2020.

The claimant filed for unemployment insurance benefits with an effective date of July 5, 2020. His weekly benefit amount was determined to be \$512.00. The claimant received benefits of \$512.00 per week from July 5, 2020, to the week ending August 8, 2020. This is a total of \$2,560.00 in state unemployment insurance benefits after July 5, 2020. He also received

\$1,800.00 in Federal Pandemic Unemployment Compensation for the three-week period ending July 25, 2020. The claimant received \$600.00 in Lost Wage Assistance Program funds.

In August 2020, the employer sent the claimant to Texas to work for Igloo. In the fall of 2020, the employer sent the claimant to work for Gates in Kentucky. The claimant worked in Kentucky until December 30, 2020. The assignment ended and the employer has had no other work for the claimant. The claimant filed an additional claim for benefits on January 10, 2021, and has received no funds.

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

For the reasons that follow the administrative law judge concludes the claimant was not separated from employment for a disqualifying reason.

Iowa Code section 96.5(1)j provides:

An individual shall be disqualified for benefits, regardless of the source of the individual's wage credits:

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. (1) 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.

(2) 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.

(3) For the purposes of this paragraph:

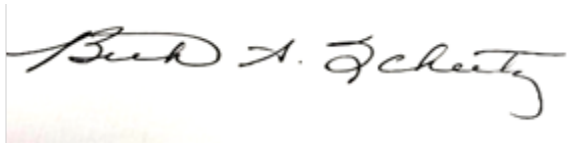
(a) "Temporary employee" means an individual who is employed by a temporary employment firm to provide services to clients to supplement their workforce during absences, seasonal workloads, temporary skill or labor market shortages, and for special assignments and projects.

(b) "Temporary employment firm" means a person engaged in the business of employing temporary employees.

Under the Iowa Code the employer must advise the claimant of the three-day notice requirement and give the claimant a copy of that requirement. The notice requirement must be separate from the contract for hire. The employer did not participate in the hearing and did not offer any evidence that it provided the claimant with any notice requirements. It has failed to satisfy the requirements of Iowa Code Section 96.5-1-j. Benefits are allowed, provided the claimant is otherwise eligible.

**DECISION:**

The representative's December 2, 2020, decision (reference 01) is reversed. The claimant was separated from the employer for good cause attributable to the employer. Benefits are allowed provided the claimant is otherwise eligible.

A handwritten signature in cursive script, reading "Beth A. Scheetz", is written in black ink on a white background. The signature is positioned above a horizontal line.

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Beth A. Scheetz  
Administrative Law Judge

February 26, 2021  
Decision Dated and Mailed

bas/kmj