

**IOWA WORKFORCE DEVELOPMENT
UNEMPLOYMENT INSURANCE APPEALS**

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

PEDRO VILLEAL
Claimant

APPEAL NO. 12A-UI-13613-VST

ADVANCE SERVICES INC
Employer

**ADMINISTRATIVE LAW JUDGE
DECISION**

OC: 10/14/12
Claimant: Appellant (2)

Section 96.5-1 – Voluntary Quit
Section 96.5-1-j – Separation from Temporary Employment

STATEMENT OF THE CASE:

The claimant filed an appeal from a decision of a representative dated November 6, 2012, reference 01, which held that the claimant was ineligible for unemployment insurance benefits. After due notice, a telephone conference hearing was scheduled for and held on December 5, 2012. The claimant participated personally. The employer participated by Michael Payne, loss prevention specialist. The record consists of the testimony of Pedro Villeal; the testimony of Michael Payne; and Employer's Exhibits One and Two. Steven Rhodes was available as Spanish interpreter for the claimant.

ISSUE:

Whether the claimant voluntarily left for good cause attributable to the employer.

FINDINGS OF FACT:

The administrative law judge, having heard the testimony of the witnesses and having considered all of the evidence in the record, makes the following findings of fact:

The employer is a temporary staffing agency. One of its clients is Syngenta. For the past 15 years, the claimant has worked for Syngenta during harvest season. Syngenta contacts the claimant directly down in Texas and he and his family travel to Iowa to work for the season. The only contact the claimant has with the employer, Advance Services Inc is for payroll. Syngenta makes all other decisions and the claimant reports directly to Syngenta. The season this year lasted from August 27, 2012, through October 4, 2012. Syngenta told the claimant that the season was over and the claimant and his family returned to Texas.

REASONING AND CONCLUSIONS OF LAW:

871 IAC 24.26(22) provides:

Voluntary quit with good cause attributable to the employer and separations not considered to be voluntary quits. The following are reasons for a claimant leaving employment with good cause attributable to the employer:

(22) The claimant was hired for a specific period of time and completed the contract of hire by working until this specific period of time had lapsed. However, this subrule shall not apply to substitute school employees who are subject to the provisions of Iowa Code section 96.4(5) which denies benefits that are based on service in an educational institution when the individual declines or refuses to accept a new contract or reasonable assurance of continued employment status. Under this circumstance, the substitute school employees shall be considered to have voluntarily quit employment.

The claimant is eligible for unemployment insurance benefits. The evidence established that the claimant was employed for a specific period of time and worked the entire time he was requested to work. The specific period of time was the harvest season. Although the claimant's employer was Advance Services Inc the evidence showed that the claimant was contacted directly by Syngenta, who was the employer's client. Syngenta made the arrangements for the claimant's employment and determined the length of the contract of employment. Since the claimant fulfilled the contract of employment he is eligible for unemployment insurance benefits. Benefits are allowed if the claimant meets all other eligibility requirements.

DECISION:

The decision of the representative dated November 6, 2012, reference 01, is reversed. Unemployment insurance benefits are allowed, provided claimant is otherwise eligible.

Vicki L. Seeck
Administrative Law Judge

Decision Dated and Mailed

vls/bjc