

**IOWA WORKFORCE DEVELOPMENT
UNEMPLOYMENT INSURANCE APPEALS**

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

FRANKLIN M GUFFEY
Claimant

APPEAL NO: 10A-UI-00848-DT

**ADMINISTRATIVE LAW JUDGE
DECISION**

PINEO PAYROLLING INC
Employer

OC: 12/13/09

Claimant: Appellant (2)

871 IAC 24.26(22) – Temporary Employment

STATEMENT OF THE CASE:

Franklin M. Guffey (claimant) appealed a representative's January 14, 2010 decision (reference 01) that concluded he was not qualified to receive unemployment insurance benefits after a separation from employment from Pineo Payrolling, Inc. / Payrolling Services (employer). After hearing notices were mailed to the parties' last-known addresses of record, a telephone hearing was held on February 25, 2010. The claimant participated in the hearing. The employer failed to respond to the hearing notice and provide a telephone number at which a witness or representative could be reached for the hearing and did not participate in the hearing. During the hearing, Claimant's Exhibits A, B, and C were entered into evidence. Based on the evidence, the arguments of the claimant, and the law, the administrative law judge enters the following findings of fact, reasoning and conclusions of law, and decision.

ISSUE:

Was there a disqualifying separation from employment either through a voluntary quit without good cause attributable to the employer or through a discharge for misconduct?

FINDINGS OF FACT:

The claimant began working as a seasonal golf course maintenance worker for the city of Bettendorf Parks and Recreation in August 2006. The city's payroll for its seasonal workers is done through the named employer in this case. The claimant had no direct dealing with the named employer other than seasonally providing them with his contract and tax information and receiving his paychecks from them. He had no contact person with the payrolling service with whom he had to "check in." The claimant signed an employment agreement for a season to begin March 15, 2009, with an end date "to be determined." The contract was with "Bettendorf Parks and Recreation," and was signed by division head Brad Peterson.

During the week which ended on Friday, December 11, Mr. Peterson informed the claimant that the work for the season was done and that December 11 would be the last day of work for the season. It is anticipated that the city will likely be seeking to renew its arrangement with the claimant for the upcoming season.

REASONING AND CONCLUSIONS OF LAW:

A claimant is not eligible for unemployment insurance benefits if he quit the employment without good cause attributable to the employer or was discharged for work-connected misconduct. Where a claimant is hired for a specific period of time or season and completes the contract of hire by working until this specific period of time or season has lapsed, the separation is treated as a voluntary quit with good cause attributable to the employer, and does not result in a disqualification to the claimant. 871 IAC 24.26(22).

Here, the employer did hire the claimant on a temporary basis for a specific period of time or season. The claimant completed the contract of hire by working until the season ended and he was informed that the work was completed. Eligibility for unemployment insurance benefits is not conditioned on whether the employment was permanent, temporary or seasonal. Benefits are allowed, if the claimant is otherwise eligible.

DECISION:

The representative's January 14, 2010 decision (reference 01) is reversed. The claimant's separation was not a voluntary quit but was the completion of a temporary contract of hire. The claimant is qualified to receive unemployment insurance benefits, if he is otherwise eligible.

Lynette A. F. Donner
Administrative Law Judge

Decision Dated and Mailed

ld/css