

**IOWA WORKFORCE DEVELOPMENT
UNEMPLOYMENT INSURANCE APPEALS BUREAU**

RYAN M FRANK
Claimant

NATHAN LOYNACHAN
Employer

APPEAL 20A-UI-07011-S1-T
**ADMINISTRATIVE LAW JUDGE
DECISION**

OC: 04/05/20
Claimant: Respondent (1)

Iowa Code § 96.5-2-a – Discharge for Misconduct
Iowa Code § 96.5-1 - Voluntary Quit
871 IAC 24.26(22) – Voluntary Leaving
Iowa Code § 96.3-7 – Overpayment
PL 116-136 Section 2104 (B) – Federal Pandemic Unemployment Compensation
871 IAC 24.10 – Employer Participation in the Fact-Finding Interview

STATEMENT OF THE CASE:

Nathan Loynachan (employer) appealed a representative's June 18, 2020, decision (reference 01) that concluded Ryan Frank (claimant) was eligible to receive unemployment insurance benefits. After hearing notices were mailed to the parties' last-known addresses of record, a telephone hearing was held on August 3, 2020. The claimant participated personally. The employer participated by Brita Loynachan, Care Provider Coordinator, and Krista Sigel, Community Living Coordinator. 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, whether the claimant was overpaid benefits, which party should be charged for those benefits, and whether the claimant is eligible for Federal Pandemic Unemployment Compensation.

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 originally hired on March 20, 2016, as a seasonal care provider. He worked for the employer most summer, fall, and spring breaks. The claimant was a full-time student at the University of Northern Iowa. Each time the claimant worked for the employer he completed his contract for hire and went back to school. The care provider coordinator would contact the claimant the next time there was a break and the claimant was in the area. At that time, he would be offered additional work. The parties knew the ultimate goal was to find a spot at Discovery Living Group Home for Nathan Loynachan.

The last period of employment for the claimant was from December 21, 2019, through January 9, 2020. The claimant completed his contract for hire and told the care provider coordinator that he had other plans for spring break. He was also uncertain of his plans for the summer. On April 18, 2020, the employer sent the claimant a text stating Nathan Loynachan had a place at Discovery Living Group Home. There would be no additional work for the claimant with the employer.

The claimant filed for unemployment insurance benefits with an effective date of April 5, 2020, after his job loss at the University of Northern Iowa due to the pandemic. His weekly benefit amount was determined to be \$105.00. The claimant received benefits of \$105.00 per week from April 5, 2020, to the week ending July 25, 2020. This is a total of \$1,680.00 in state unemployment insurance benefits after April 5, 2020. He also received \$9,600.00 in Federal Pandemic Unemployment Compensation for the sixteen-week period ending July 25, 2020.

REASONING AND CONCLUSIONS OF LAW:

Iowa Code section 96.5(1) 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.

Iowa Admin. Code r. 871-24.26(22) provides:

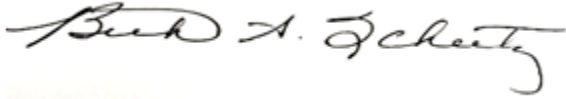
Voluntary quit with good cause attributable to the employer and separations not considered to be voluntary quits. The following are reasons for a claimant leaving employment with good cause attributable to the employer:

(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 was a seasonal worker. He worked only during breaks for the employer. The last break that he worked for the employer ended on January 9, 2020. Inasmuch as the claimant completed the contract of hire with the employer, no disqualification is imposed. Benefits are allowed, provided the claimant is otherwise eligible.

DECISION:

The representative's June 18, 2020, decision (reference 01) is affirmed. The claimant's separation from employment was for no disqualifying reason. Benefits are allowed, provided the claimant is otherwise eligible.



Beth A. Scheetz
Administrative Law Judge

August 10, 2020
Decision Dated and Mailed

bas/sam