



DECISION OF COMMISSION

In the Matter of:

Herbert Siugzda
[REDACTED]

Vinnell Corporation
Fairfax, Virginia

INTERSTATE

Date of Appeal
to Commission: December 3, 1985

Date of Review: January 14, 1986

Place: RICHMOND, VIRGINIA

Decision No.: 26258-C

Date of Mailing: January 17, 1986

Final Date to File Appeal
with Circuit Court: February 6, 1986

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This is a matter before the Commission on appeal by the claimant from the Decision of Appeals Examiner (UI-85-8473), mailed November 15, 1985.

ISSUE

Did the claimant leave work voluntarily without good cause as provided in Section 60.1-58 (a) of the Code of Virginia (1950), as amended?

FINDINGS OF FACT

The claimant filed a timely appeal from the Appeals Examiner's decision which affirmed an earlier Deputy's determination disqualifying him for benefits effective September 15, 1985, for having left work voluntarily without good cause.

The claimant was last employed as a word processing supervisor for the Vinnell Corporation of Fairfax, Virginia, at a job site in Saudi Arabia from September 23, 1981, through May 29, 1985.

The claimant was originally hired under an 18-month contract. After it expired, he then went on a yearly contract, the last of which was signed in April of 1984. After this contract expired, the claimant elected to be returned to California where he had originally signed on with the company rather than to renew his contract for another year.

The claimant found that the Muslim culture in Saudi Arabia was so restrictive as to make the working environment very difficult. He finally got to the point where he felt that his mental health could be affected; nevertheless, he did not seek any medical attention. Rather, he simply decided to wait until his contract ran out and then avail himself of the agreement that he would be returned home at company expense.

The employer did not appear at the hearing scheduled on the claimant's appeal, nor was there any response to the notice of it. In the claimant's letter of appeal as well as in the testimony he gave at the hearing, it was his position that he had not resigned his job at all; rather, he had become unemployed due to the expiration of his contract.

OPINION

Section 60.1-58 (a) of the Virginia Unemployment Compensation Act provides a disqualification if it is found that a claimant left work voluntarily without good cause.

In the present case, the only evidence available to the Commission indicates that the claimant was employed under the terms of a contract which specified an ending date at which time he was given the option of renewing it for another specified term or leaving the job site in Saudi Arabia and returning to his home of record at the employer's expense. There is no evidence in the record to indicate that the claimant actually submitted any resignation to the Vinnell Corporation in order to bring his employment to an end. That event occurred only in accordance with the prearranged term of the contract.
(Underscoring supplied)

In the case of Edward T. Bowles v. City Service Oil Company, Appeals Examiner's Decision No. S-10599-10306 (April 4, 1961), affirmed by Commission Decision No. 3764-C (August 17, 1961), the claimant worked on a ship under a union contract which provided for individuals with a low seniority rating to leave the vessel after no less than 60 days or one round trip. In analyzing the case, it was concluded:

"The claimant was hired for a definite period and, after working the period called for, was replaced by another crew member. He did not leave his job,

nor did he quit. The terms of the contract were at an end, and the work he had agreed to do was done."

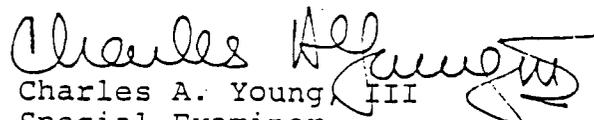
Although there are differences between the employment relationship in the Bowles case and that in the case at hand, there is an underlying similarity in that both claimants worked under contracts which had a specified ending date. In each case, the claimant's unemployment came about due to the ending of the specified period in the contract rather than due to any act on the part of the claimant. Because of this, it cannot be said that the claimant's unemployment was a result of a voluntary leaving so as to impose a disqualification under this section of the Act. (Underscoring supplied)

There remains the matter of the claimant's failure to exercise his option of extending the contract for another term which was open to him. This is actually a job refusal issue which is properly addressed under the provisions of Section 60.1-58 (c) of the Code of Virginia. As this section of the law has not been previously considered in the case and the appropriate Job Service testimony has not been taken, this matter should be remanded to the local office for a further determination under this section of the law.

DECISION

The Decision of Appeals Examiner is hereby reversed. It is held that the claimant is qualified for unemployment compensation effective September 15, 1985, with respect to his separation from the Vinnell Corporation.

The Deputy is instructed to obtain additional evidence if necessary and to render a determination under the provisions of Section 60.1-58 (c) of the Code of Virginia with respect to the claimant's failure to accept a new contract from the Vinnell Corporation upon the expiration of his old one and then to render an appropriate determination in that case.


Charles A. Young III
Special Examiner