

**IOWA WORKFORCE DEVELOPMENT  
UNEMPLOYMENT INSURANCE APPEALS BUREAU**

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**CHRISTOPHER SPAETH**  
Claimant

**APPEAL 21A-UI-09826-WG-T**

**ADMINISTRATIVE LAW JUDGE  
DECISION**

**ENERGY PANEL STRUCTURES INC**  
Employer

**OC: 02/21/21  
Claimant: Appellant (2)**

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Iowa Code § 96.5(1) – Voluntary Quitting  
Iowa Admin. Code r. 871-24.26(22) – Voluntary Quitting – Specific Period of Time

**STATEMENT OF THE CASE:**

The claimant filed an appeal from the March 26, 2021, (reference 01) unemployment insurance decision that denied benefits based upon a finding that he voluntarily quit. The parties were properly notified of the hearing. A telephone hearing was held on June 16, 2021. The claimant, Christopher Spaeth, participated and testified. The employer, Labor Ready Midwest participated through Director of Human Resources, Mark Starkson. Employer's Exhibits 1 and 2 were received into the evidentiary record.

**ISSUE:**

Did claimant voluntarily quit his employment without good cause attributable to the employer?

Did the claimant complete the work assignment as contemplated?

**FINDINGS OF FACT:**

Having reviewed all of the evidence in the record, the administrative law judge finds:

The claimant began working for the employer September 15, 1999. He worked full-time as the Vice-President of Sales for the employer during that period of time and was responsible for overseeing 30 outside sales representatives as well as 20 internal sales representatives. By December 2019, claimant was contemplating retirement or leaving his employment with this employer. In December 2019, the employer hired claimant's replacement and claimant agreed to train the replacement. Claimant engaged in discussions with his boss, Bill Brown, regarding the terms on which he would remain with the company.

Mr. Brown had a contract drawn up for claimant's continued employment. See Exhibit 2. Under the terms of the employment agreement, claimant was to remain as a full-time employee and receive all benefits through December 31, 2020. Salary and benefit terms were outlined in the agreement. The agreement included a provision that indicated, "Your voluntary resignation will be accepted as of December 31, 2020 at which time this Employment Agreement terminates and no unemployment will be paid." See Exhibit 2.

Mr. Spaeth ultimately objected to the proposed agreement and specifically the provisions that precluded any unemployment benefits or acceptance of a voluntary resignation. See Exhibit 1. No written revisions were ever made to the agreement. However, both parties proceeded with the basic terms of the agreement, including salary, benefits, and the ultimate employment separation date of December 31, 2020. Mr. Spaeth completed the employment term that was negotiated and contemplated by the parties and his employment separation occurred on December 31, 2020.

Although the parties did not come to a specific written agreement that outlined the entirety of their agreement, I find that Mr. Spaeth and Mr. Brown came to an agreement in which claimant was hired by for a specific period of time to serve as a consultant from January 1, 2020 to December 31, 2020. Mr. Spaeth completed the work assignment.

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

For the reasons that follow, the administrative law judge concludes the claimant's separation was a voluntary quit but not the result of a disqualifying reason.

Iowa Code section 96.5(1) provides:

An individual shall be disqualified for benefits:

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.

I conclude that claimant voluntarily quit his employment pursuant to the terms of the employment agreement he had with the employer. However, inasmuch as the claimant completed the contract or terms of hire with the employer as contemplated, no disqualification is imposed.

### **DECISION:**

The March 26, 2021, (reference 01), unemployment insurance decision is reversed. The claimant's separation from employment was for no disqualifying reason. Benefits are allowed, provided claimant is otherwise eligible.



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William H. Grell  
Administrative Law Judge

June 28, 2021  
Decision Dated and Mailed

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