

**IOWA WORKFORCE DEVELOPMENT
UNEMPLOYMENT INSURANCE APPEALS**

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

KENNETH S MARLOW
Claimant

APPEAL NO: 09A-UI-10292-DT

**ADMINISTRATIVE LAW JUDGE
DECISION**

NORTH KOSSUTH GOLF CLUB INC
Employer

OC: 06/14/09

Claimant: Respondent (1)

871 IAC 24.26(22) – Temporary Employment

STATEMENT OF THE CASE:

North Kossuth Golf Club, Inc. (employer) appealed a representative's July 8, 2009 decision (reference 01) that concluded Kenneth S. Marlow (claimant) was qualified to receive unemployment insurance benefits after a separation from employment. After hearing notices were mailed to the parties' last-known addresses of record, a telephone hearing was held on August 5, 2009. The claimant participated in the hearing. James Bradley appeared on the employer's behalf and presented testimony from one other witness, Jeremy Ortman. Three other witnesses, Eileen Hagist, Linda Eichenberger, and Lisa Merron, was available on behalf of the employer but did not testify. Based on the evidence, the arguments of the parties, 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:

On December 4, 2007 the employer and the claimant entered into a contract of employment for the claimant to be the golf course superintendent for the 2008 season. His work was to commence on April 1, 2008, and he was to work through November 30, 2008 for an agreed-upon salary, which was also to cover the cost of any support staff he hired. The claimant did work through this period.

At the employer's board's November 10, 2008 meeting the subject was broached as to renewing the contract for the 2009 season. The claimant indicated that he needed approximately a third more money so that he could hire additional support staff, and generally indicated that he had virtually no room for negotiation on that point. As a result, the employer did not pursue renewal, and the contract expired by its terms on November 30, 2008.

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 and completes the contract of hire by working until this specific period of time 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 for a specific period of time. The claimant completed the contract of hire by working until that time had elapsed. Eligibility for unemployment insurance benefits is not conditioned on whether the employment was permanent or temporary, or whether the claimant is open to renewal of the contract on the same terms as the initial contract, although if a position was offered to him after he established a claim for unemployment insurance benefits, he may face disqualification if he refused a suitable offer of work without good cause. Benefits are allowed, if the claimant is otherwise eligible.

DECISION:

The representative's July 8, 2009 decision (reference 01) is affirmed. 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