

**IOWA WORKFORCE DEVELOPMENT
UNEMPLOYMENT INSURANCE APPEALS**

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

SCOTT R MONDEAU
Claimant

APPEAL NO. 12A-UI-06171-NT

**ADMINISTRATIVE LAW JUDGE
DECISION**

LOWE'S HOME CENTERS INC
Employer

OC: 04/22/12
Claimant: Appellant (2-R)

Section 96.5-1 – Voluntary Quit
Section 96.5-1-a – Voluntary Leave for New Employment

STATEMENT OF THE CASE:

The claimant filed a timely appeal from a representative's decision dated May 18, 2012, reference 01, which denied unemployment insurance benefits. After due notice was issued, a telephone hearing was held on September 20, 2012. The claimant participated. The employer, although duly notified, did not participate.

ISSUE:

At issue is whether the claimant left employment to accept new or better employment.

FINDINGS OF FACT:

Mr. Mondeau began employment with Lowe's Home Centers, Inc. in March 2010. Mr. Mondeau worked as a full-time customer service associate and was paid by the hour. The claimant left his employment with Lowe's Home Centers on or about March 17, 2012, in order to accept previously secured full-time, insured work with the Richard Construction Company, Inc. Mr. Mondeau began performing services with the Richard Construction Company and received wages for his services.

Prior to leaving his employment with Lowe's Home Centers, Mr. Mondeau had indicated that he was planning to relocate to look for different employment. The company's human resource director and assistant manager agreed to maintain Mr. Mondeau on company payroll, allowing him to return to employment with Lowe's Home Centers if he were unable to find new employment. It was agreed that if Mr. Mondeau found new employment, the employment relationship with Lowe's Home Centers would come to an end. The employment relationship with Lowe's Home Centers came to an end on March 17, 2012, when Mr. Mondeau accepted new employment that offered the claimant better wages and/or working conditions.

REASONING AND CONCLUSIONS OF LAW:

Iowa Code section 96.5-1-a 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. But the individual shall not be disqualified if the department finds that:

a. The individual left employment in good faith for the sole purpose of accepting other or better employment, which the individual did accept, and the individual performed services in the new employment. Benefits relating to wage credits earned with the employer that the individual has left shall be charged to the unemployment compensation fund. This paragraph applies to both contributory and reimbursable employers, notwithstanding section 96.8, subsection 5.

The question is whether the evidence in the record establishes the existence of a bona fide offer of employment that Mr. Mondeau accepted before ending his employment with Lowe's Home Centers on March 17, 2012. It does.

Mr. Mondeau had previously informed Lowe's of his intention to leave employment to relocate and look for a new job in a different geographic area. The employer elected unilaterally not to end the employment relationship but to place the claimant in a form of leave of absence status, allowing Mr. Mondeau to return to his employment with Lowe's Home Centers if he did not find new employment in the different geographic area. It was agreed that if the claimant found new employment, the leave of absence would come to an end and the claimant would be separated from his employment with Lowe's Home Centers. Mr. Mondeau accepted new employment and performed services for the new employer, whereupon his employment with Lowe's Home Centers came to an end.

There being no evidence to the contrary in the record, the administrative law judge therefore concludes that Mr. Mondeau left his employment with Lowe's Home Centers voluntarily in good faith for the sole purpose of accepting other or better employment, which he did accept and for which Mr. Mondeau did perform services. Therefore, benefits relating to wage credits earned with Lowe's Home Centers shall be charged to the Unemployment Compensation Fund. The claimant is not subject to a benefit disqualification.

DECISION:

The representative's decision dated May 18, 2012, reference 01, is reversed. The claimant is eligible to receive unemployment insurance benefits effective on or about March 17, 2012, provided he meets all other eligibility requirement of Iowa law. Benefits relating to wage credits the claimant earned while in the employment of Lowe's Home Centers shall be charged to the Unemployment Compensation Fund.

Terence P. Nice
Administrative Law Judge

Decision Dated and Mailed

kjw/kjw