



Even where a claimant quits but without good cause attributable to the employer the claimant may nevertheless collect benefits under certain circumstances. One of these is where the quit is for the purpose of accepting other employment. On this issue the Code provides:

- 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.

Iowa Code §96.5(1)(a). Here the Claimant was dissatisfied at Lowe's and began looking for other work. He quit only when he had another job. We think this satisfies the requirements of the statute, and benefits are allowed.

Finally, in cases of quitting for different employment “[b]enefits relating to wage credits earned with the employer that the individual has left shall be charged to the unemployment compensation fund.” Iowa Code §95.5(1)(a). The upshot is that Lowe's will not be charged for any benefits that we allow today. Since Lowe's Home Centers was the employer whom the Claimant quit in order to take another job under the law **Lowe's Home Centers' account may not be charged** with benefits paid to the Claimant. Iowa Code §96.5(1)(a); 871 IAC 23.43(5)(no charge to prior employer when quit for other or better job).

**DECISION:**

The administrative law judge's decision dated April 23, 2015 is **REVERSED**. The Employment Appeal Board concludes that the claimant was not separated from employment in a manner that would disqualify the Claimant from benefits. Accordingly, the Claimant is allowed benefits **provided** the Claimant is otherwise eligible. Any overpayment which may have been entered against the Claimant as a result of the Administrative Law Judge's decision in this case is vacated and set aside.

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**DATED AND MAILED** \_\_\_\_\_

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