

**IOWA WORKFORCE DEVELOPMENT
Unemployment Insurance Appeals Section
1000 East Grand—Des Moines, Iowa 50319
DECISION OF THE ADMINISTRATIVE LAW JUDGE
68-0157 (7-97) – 3091078 - EI**

**JACK G WILSON
4020 SE 14TH ST #7
DES MOINES IA 50320-1675**

**PRO-TEAM CARPET CARE
165PMB124
4949 WESTOWN PKWY
WEST DES MOINES IA 50266**

**Appeal Number: 06A-UI-02452-CT
OC: 02/05/06 R: 02
Claimant: Appellant (4)**

This Decision Shall Become Final, unless within fifteen (15) days from the date below, you or any interested party appeal to the Employment Appeal Board by submitting either a signed letter or a signed written Notice of Appeal, directly to the **Employment Appeal Board, 4th Floor—Lucas Building, Des Moines, Iowa 50319.**

The appeal period will be extended to the next business day if the last day to appeal falls on a weekend or a legal holiday.

STATE CLEARLY

1. The name, address and social security number of the claimant.
2. A reference to the decision from which the appeal is taken.
3. That an appeal from such decision is being made and such appeal is signed.
4. The grounds upon which such appeal is based.

YOU MAY REPRESENT yourself in this appeal or you may obtain a lawyer or other interested party to do so provided there is no expense to Workforce Development. If you wish to be represented by a lawyer, you may obtain the services of either a private attorney or one whose services are paid for with public funds. It is important that you file your claim as directed, while this appeal is pending, to protect your continuing right to benefits.

(Administrative Law Judge)

(Decision Dated & Mailed)

Section 96.5(1) – Voluntary Quit

STATEMENT OF THE CASE:

Jack Wilson filed an appeal from a representative's decision dated February 23, 2006, reference 01, which denied benefits based on his separation from Pro-Team Carpet Care. After due notice was issued, a hearing was held by telephone on March 20, 2006. Mr. Wilson participated personally. The employer participated by Shane Madison, Owner. Exhibit One was admitted on the employer's behalf.

FINDINGS OF FACT:

Having heard the testimony of the witnesses and having reviewed all of the evidence in the record, the administrative law judge finds: Mr. Wilson's last period of employment with Pro-Team was from November 20, 2005 until February 3, 2006. He was employed full time as

a carpet technician. In an e-mail dated January 26, 2006 to Shane Madison, Mr. Wilson stated that he needed to have certain fringe benefits that were not available with Pro-Team. He indicated that he and his wife had decided that he would enroll in a training program provided by the teamsters' union. The training would enable him to obtain a job in which he would have the desired benefits. Mr. Wilson indicated that the training would begin around March 6, 2006. He also indicated that he would be spending as much time as he could assisting his wife in the cleaning business she had recently started.

In his e-mail, Mr. Wilson indicated he was aware of a training class he was to attend the following week. He indicated he would save the employer money by not attending. He stated he was sorry things did not work out with Pro-Team. Mr. Wilson indicated he would keep the employer advised as to a specific "final exit" day with at least two weeks' notice. Mr. Madison was out of town on January 26 and did not read the e-mail until January 29. On February 3, he notified Mr. Wilson that he would not be required to work out the notice period. Mr. Wilson filed a claim for job insurance benefits effective February 5, 2006.

REASONING AND CONCLUSIONS OF LAW:

At issue in this matter is whether Mr. Wilson was separated from employment for any disqualifying reason. He had given the employer notice of his intent to quit the employment at some future date. Although he had not given the employer a specific ending date, it is clear from the e-mail that he intended to leave his employment with Pro-Team. The parties disagree as to the effective date of the quit. Mr. Wilson's e-mail indicated he intended to start a training program on March 6. It is possible that he would not have been selected for the training program. However, his e-mail made it appear that his attendance was a certainty, not just a possibility. He did not tell the employer that he had applied for a training position and might be selected. Based on the foregoing, the administrative law judge concludes that Mr. Wilson would have given two weeks' notice no later than February 19, 2006 and would have worked no later than March 3, 2006. He may have chosen to leave sooner. However, the employer's decision to release him on February 3 preempted any further decisions by Mr. Wilson.

Where an individual is discharged prior to the effective date of a resignation, he is entitled to job insurance benefits from the last day worked until the effective date of resignation. See 871 IAC 24.25(38). In the case at hand, Mr. Wilson was willing to work for the employer until at least March 3, 2006. The administrative law judge appreciates that the training program actually started on March 10. However, that was not known until after the fact. Inasmuch as he was released from the employment prior to March 3, Mr. Wilson is allowed benefits from February 5 through March 3, 2006.

DECISION:

The representative's decision dated February 23, 2006, reference 01, is hereby modified. Mr. Wilson voluntarily quit his employment but was discharged prior to the effective date of his resignation. He is allowed job insurance benefits effective February 5 through March 3, 2006, provided he satisfies all other conditions of eligibility. Mr. Wilson is denied benefits effective March 5, 2006 and until such time as he has worked in and been paid wages for insured work equal to ten times his weekly job insurance benefit amount, provided he is otherwise eligible.

cfc/kkf