

**IOWA WORKFORCE DEVELOPMENT  
UNEMPLOYMENT INSURANCE APPEALS**

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

**JENNIFER L STONEBURNER**  
Claimant

**APPEAL NO. 12A-UI-14073-NT**

**ADMINISTRATIVE LAW JUDGE  
DECISION**

**ADVANCE SERVICES INC**  
Employer

**OC: 08/12/12**  
**Claimant: Appellant (2)**

Section 96.5-1 - Voluntary Quit

**STATEMENT OF THE CASE:**

Claimant filed a timely appeal from a representative's decision dated November 19, 2012, reference 02, which denied unemployment insurance benefits. After due notice was provided, a telephone hearing was held on January 3, 2013. The claimant participated personally. The employer participated by Mr. Michael Payne, Loss Prevention Specialist.

**ISSUE:**

At issue is whether the claimant left her employment with Advance Services Inc. under disqualifying conditions.

**FINDINGS OF FACT:**

Having considered the evidence in the record, the administrative law judge finds: Jennifer Stoneburner began employment with Advance Services Inc. on December 29, 2011. The claimant was assigned to work as a general laborer at the PDM Company and was being paid by the hour. At the time of hire Ms. Stoneburner was informed that the position with the PDM Company was an "as needed" position and that her working hours might fluctuate. Ms. Stoneburner last performed services for Advance Services Inc. at the PDM Company on Monday, October 8, 2012. The claimant worked only eight hours that week and had no working hours the following week. On Monday, October 22, 2012, Ms. Stoneburner called Advance Services and resigned. At that time the claimant had accepted permanent full-time employment with Goodwill Industries. The claimant performed services for Goodwill Industries and continues to be employed by that company at the time of hearing.

**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 Ms. Stoneburner accepted before resigning from Advance Services Inc. on Monday, October 22, 2012. It does. Ms. Stoneburner left her employment with Advance Services Inc. for the sole purpose of accepting full-time permanent work with Goodwill Industries that the claimant reasonably considered to be a betterment of pay and/or working conditions. The evidence in the record establishes that the claimant did begin employment with Goodwill Industries and the claimant has performed services and been paid by Goodwill Industries and continues to be employed at the time of hearing.

For the reasons stated herein the administrative law judge concludes that the claimant's separation from Advance Services Inc. was not a disqualifying event and Advance Services Inc. is not chargeable for benefits paid to Ms. Stoneburner. (See Iowa Code section 96.5-1-a)

**DECISION:**

The representative's decision dated November 19, 2012, reference 02, is reversed. The claimant is eligible to receive unemployment insurance benefits, provided that she meets all other eligibility requirements of Iowa law. Benefits related to wage credits the claimant earned with the employer she left (Advance Services Inc.) shall be charged to the Unemployment Compensation Fund.

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Terence P. Nice  
Administrative Law Judge

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Decision Dated and Mailed

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