

**IOWA WORKFORCE DEVELOPMENT
UNEMPLOYMENT INSURANCE APPEALS**

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

WADE A BONNETT

Claimant

APPEAL NO. 07A-UI-10506-N

**ADMINISTRATIVE LAW JUDGE
DECISION**

DUNKIN CONSTRUCTION

Employer

**OC: 10/14/07 R: 03
Claimant: Appellant (2)**

Section 96.5-1 – Voluntary Quit
871 IAC 23.43(5) – Quit to Accept Other Employment

STATEMENT OF THE CASE:

Wade Bonnett filed an appeal from a representative's decision dated November 6, 2007, reference 01, which denied benefits based upon his separation from Dunkin Construction. After due notice was issued, a hearing was held in Ottumwa, Iowa, on December 4, 2007. Mr. Bonnett participated personally. Participating as a witness for the claimant was his father, Craig Bonnett. The employer participated by Mark Dunkin, company owner.

ISSUE:

The issue in this matter is whether the claimant quit for good cause attributable to the employer and whether the claimant quit to accept new employment.

FINDINGS OF FACT:

The administrative law judge, having heard the testimony and having considered all the evidence in the record, finds: The claimant worked for this employer from March 2005 until September 11, 2007, when he voluntarily left his employment in anticipation of accepting an offer of better employment. Mr. Bonnett worked as a full-time construction laborer and was paid by the hour. His immediate supervisor was Mark Dunkin.

Mr. Bonnett had indicated to his employer approximately two weeks before his leaving that he had the opportunity to accept new employment with Winger Electric Company for a substantially higher rate of pay per hour. The claimant was encouraged to take the new offer, but Mr. Dunkin asked the claimant to complete a notice period, as a construction project needed to be finished.

The claimant left his employment with Dunkin Construction on September 11, 2007, in anticipation of accepting the new employment. On that date, Mr. Bonnett indicated that he would no longer work for Dunkin Construction. The parties that day disagreed about the claimant's work effectiveness due to a non-work-related injury. The claimant believed that the new employment would be a betterment for a number of reasons related to his belief that Dunkin Construction's work rules were, at times, unfair. Work continued to be available to Mr. Bonnett at Dunkin Construction at the time of his leaving.

REASONING AND CONCLUSIONS OF LAW:

The question before the administrative law judge in this case is whether the evidence establishes that the claimant's reason for leaving employment was to accept an offer of other or better employment. It does.

The evidence in the record establishes that Mr. Bonnett and his employer, Mark Dunkin, had a good employment relationship for a substantial period of time. The claimant had accepted numerous factors in his employment with Dunkin Construction that he thought were less-than-perfect; however, the claimant had accepted these employment conditions for a substantial period of time. After informing his employer approximately two weeks before that he had an opportunity to secure a better job at a substantially higher rate of pay, the claimant left employment on September 11, 2007, because he no longer wished to work under the conditions that he had previously accepted at Dunkin Construction and because the claimant was upset based upon a verbal exchange that both parties had engaged in.

The administrative law judge, after carefully considering this matter, concludes that, based upon the previous good employment relationship between the parties, that the claimant's sole or primary reason for leaving on September 11, 2007, was for the purpose of accepting an offer of better employment, which the claimant was separated from before beginning the new employment.

Iowa Code section 96.5-1 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.

871 IAC 23.43(5) provides:

(5) Sole purpose. The claimant shall be eligible for benefits even though the claimant voluntarily quit if the claimant left for the sole purpose of accepting an offer of other or better employment, which the claimant did accept, and from which the claimant is separated, before or after having started the new employment. No charge shall accrue to the account of the former voluntarily quit employer.

For the reasons stated herein, the administrative law judge concludes that the claimant is eligible for unemployment insurance benefits, as the claimant left for the sole purpose of accepting an offer of other or better employment, which the claimant did accept and from which the claimant was separated from before starting the new employment. No charge shall accrue to the account of the former, voluntarily-quit employer.

DECISION:

The representative's decision dated November 6, 2007, reference 01, is hereby reversed. The claimant left employment for the sole purpose of accepting an offer of other or better employment and is eligible for unemployment insurance. No charge shall accrue to the former, voluntarily-quit employer.

Terence P. Nice
Administrative Law Judge

Decision Dated and Mailed

kjw/kjw