

**IOWA WORKFORCE DEVELOPMENT  
UNEMPLOYMENT INSURANCE APPEALS BUREAU**

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**DAVID M HARTZLER**  
Claimant

**BROWNELLS INCORPORATED**  
Employer

**APPEAL 15A-UI-08868-JP-T**  
**ADMINISTRATIVE LAW JUDGE  
DECISION**

**OC: 07/19/15**  
**Claimant: Appellant (4)**

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Iowa Code § 96.5(1) – Voluntary Quitting

**STATEMENT OF THE CASE:**

The claimant filed an appeal from the August 4, 2015, (reference 01) unemployment insurance decision that denied benefits. The parties were properly notified about the hearing. A telephone hearing was held on August 24, 2015. Claimant participated. Employer participated through Human Resources Representative Kristine Carberry. Claimant's Exhibit A was admitted into evidence with no objection. Employers Exhibit One was admitted into evidence with no objection.

**ISSUE:**

Did claimant voluntarily quit the employment with good cause attributable to employer?

**FINDINGS OF FACT:**

Having reviewed all of the evidence in the record, the administrative law judge finds: Claimant was employed full-time as a driver from July 27, 2011, and was separated from employment on July 10, 2015, when he quit.

On June 29, 2015 (the letter mistakenly states July 29, 2015), claimant gave his two-week notice in writing to manager Randy Minner. Employer Exhibit One. The resignation went into effect on July 10, 2015. Employer Exhibit One. Mr. Minner accepted claimant's resignation. Claimant continued to work until July 10, 2015. On July 9, 2015, claimant told Ms. Carberry that he was leaving to go work for AmeriGas. Claimant resigned because he was offered a job with AmeriGas. Claimant Exhibit A. Claimant accepted the offer on June 22 or 23, 2015. Claimant Exhibit A. The job with AmeriGas paid more than claimant's job with the employer, involved more driving (claimant wanted to drive more), and had better vacation. Claimant did not go to work for AmeriGas after he left the employer. As a condition of his employment, claimant was required to pass a physical. Claimant was unable to complete the physical because of medical reasons on two separate occasions (July 2, 2015 and July 16, 2015). The offer was rescinded by AmeriGas upon claimant's failure to complete the physical.

## REASONING AND CONCLUSIONS OF LAW:

For the reasons that follow, the administrative law judge concludes the claimant voluntarily left the employment to accept employment elsewhere.

Iowa Code § 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.

Iowa Admin. Code r. 871-24.28(5) provides:

Voluntary quit requalifications and previously adjudicated voluntary quit issues.

(5) 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. The employment does not have to be covered employment and does not include self-employment.

Iowa Admin. Code r. 871-23.43(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.

On June 29, 2015, Claimant voluntarily resigned from the employer to accept a new job with AmeriGas. The resignation was effective July 10, 2015. Claimant ultimately was unable to complete the required physical to start working for AmeriGas after he left the employer. Even though the separation was without good cause attributable to the employer and would, standing alone, disqualify the claimant from receiving benefits, the claimant did leave in order to accept other employment, but was separated before having started the new employment. Accordingly, benefits are allowed and the account of the employer shall not be charged.

**DECISION:**

The August 4, 2015, (reference 01) decision is modified in favor of the appellant. The claimant voluntarily left the employment in order to accept other employment. Benefits are allowed, provided the claimant is otherwise eligible. The account of the employer (account number 031799-000) shall not be charged.

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Jeremy Peterson  
Administrative Law Judge

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Decision Dated and Mailed

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