

**IOWA WORKFORCE DEVELOPMENT  
UNEMPLOYMENT INSURANCE APPEALS BUREAU**

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**CHASE GIBSON**  
Claimant

**AMERISTAR CASINO COUNCIL BLUFFS**  
Employer

**APPEAL 20A-UI-15793-ED-T**  
**ADMINISTRATIVE LAW JUDGE  
DECISION**

**OC: 04/05/20**  
**Claimant: Appellant (4)**

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Iowa Code § 96.5(1) – Voluntary Quitting  
Iowa Code § 96.5(2)a – Discharge for Misconduct

**STATEMENT OF THE CASE:**

The claimant/appellant filed an appeal from the November 4, 2020, (reference 01) unemployment insurance decision that held claimant ineligible for unemployment insurance benefits. The parties were properly notified about the hearing. A telephone hearing was held on January 28, 2021. Claimant, Chase Gibson, participated personally. Chase Gibson provided an updated mailing address to this Administrative Law Judge that is reflected in the caption of this decision. Employer, Ameristar Casino Council Bluffs, participated through hearing representative, Susan Chmelovsky, and human resources manager, Tammy Denman. Claimant's Exhibit A was received. Employer's Exhibit1, pages 1 through 17, was received.

**ISSUES:**

Was the claimant discharged for disqualifying job-related misconduct?  
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 December 4, 2019 full time as a security officer. Claimant worked the overnight shift from 10:30 p.m. until 7:00 a.m. Claimant was separated from employment on June 15, 2020 when he voluntarily quit.

Prior to quitting his employment with this employer, the claimant had been offered and had accepted a full time position with Tech Systems Company. He was scheduled to start working immediately after leaving Ameristar Casino. Claimant worked for the Tech Systems Company for several months. Claimant is no longer working for Tech Systems Company due to the completion of his project.

**REASONING AND CONCLUSIONS OF LAW:**

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

Iowa Code §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.

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.

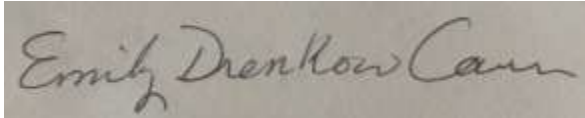
Iowa Admin. Code r. 871-23.43(5) provides:

(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.

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 the employment in order to accept other employment but was separated after finishing his project with the new employer. As such, benefits are allowed and the account of the employer shall not be charged.

**DECISION:**

The November 4, 2020, (reference 01) unemployment insurance 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 shall not be charged.

A rectangular box containing a handwritten signature in cursive script that reads "Emily Drenkow Carr".

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Emily Drenkow Carr  
Administrative Law Judge

February 12, 2021  
Decision Dated and Mailed

ed/kmj