

**IOWA WORKFORCE DEVELOPMENT  
UNEMPLOYMENT INSURANCE APPEALS**

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

**JORDAN M AGEY**  
Claimant

**APPEAL NO. 16A-UI-10096-TN-T**

**ADMINISTRATIVE LAW JUDGE  
DECISION**

**COX DESIGN & METAL FABRICATION IN**  
Employer

**OC: 08/21/16**  
**Claimant: Appellant (2)**

Section 96.5-1-a – Voluntary Quit to Accept Other Employment

**STATEMENT OF THE CASE:**

The claimant filed a timely appeal from a representative's decision dated September 9, 2016, reference 01, which denied unemployment insurance benefits finding that the claimant voluntarily quit work on July 29, 2016 because he did not like the work environment. After due notice was provided, a telephone hearing was held on September 30, 2016. Claimant participated. Participating on behalf of the claimant was Ms. Amanda Bartusick, Attorney at Law. The employer participated by Mr. Harley Erbe, Attorney at Law, and witness: Mr. Bruce Cox. Employer's Exhibits A and B and Claimant's Exhibits 1 and 2 were admitted into the hearing record.

**ISSUE:**

The issue is whether the claimant left his employment for the purpose of accepting other, better employment.

**FINDINGS OF FACT:**

Having considered the evidence in the record, the administrative law judge finds: Jordan Agey was employed by Cox Design & Metal Fabrication, Inc. from May 2011 until July 29, 2016 when he left his employment after accepting new employment with the Ackelson Sheet Metal Company. Mr. Agey was employed full time as a computer aided drafting worker and was paid by salary. His immediate supervisor was Dave Stephonic.

Mr. Agey tendered his notice of resignation to Cox Design & Metal Fabrication, Inc. on July 11, 2016 to be effective July 29, 2016. Prior to leaving his employment with Cox Design & Metal Fabrication, Inc., the claimant had accepted new employment with Ackelson Sheet Metal Company that Mr. Agey believed was better employment.

Mr. Agey had been concerned about some aspects of his employment with Cox Design & Metal Fabrication, Inc. including two individuals in the work environment that Mr. Agey believed were abusing drugs or alcohol. After bringing his concerns to the attention of Bruce Cox on a number of occasions, Mr. Agey felt that his best course of action was to find new employment. Before

leaving Cox Design & Metal Fabrication, Inc., the claimant had secured new employment with Ackelson Sheet Metal Company. Mr. Agey began employment with Ackelson Sheet Metal Company and earned wages in employment with that company. Claimant was later separated from his employment with Ackelson Sheet Metal Company and filed a claim for unemployment insurance benefits.

## **REASONING AND CONCLUSIONS OF LAW:**

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.

In the case at hand, the claimant provided notice of his intention to leave employment to Cox Design & Metal Fabrication, Inc. and secured new, full-time employment that he considered to be a betterment of employment prior to leaving Cox Design & Metal Fabrication, Inc. on July 29, 2016.

The claimant considered the new employment that he had previously secured before leaving his old employment, to be a better job as it was less stressful and at the new job he no longer would have safety concerns about the use of drugs and/or alcohol by other workers.

Mr. Agey began working for the new company and performed services and wages while employed by the new company before being later separated from that employment.

The administrative law judge concludes that the record establishes the existence of a bona fide offer of new employment that the claimant accepted before leaving Cox Design & Metal Fabrication, Inc. on July 29, 2016. Claimant left his regular employment with Cox Design & Metal Fabrication, Inc. solely for the purpose of going to new employment that he believed to be better employment with a new employer. Under the circumstances, Mr. Agey's departure from his steady employment with Cox Design & Metal Fabrication, Inc. is not a disqualifying event and Cox Design & Metal Fabrication, Inc. is not chargeable for benefits paid to Mr. Agey. See Iowa Code section 96.5-1-a.

## **DECISION:**

The representative's decision dated September 9, 2016, reference 01, is reversed. Claimant left employment for the purpose of accepting new, better employment. Claimant is eligible to

receive unemployment insurance benefits, provided that he meets all other eligibility requirements. Benefits relating to wage credits the claimant earned with the employer he left (Cox Design & Metal Fabrication, 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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