

A09-1338
 STATE OF MINNESOTA
 IN COURT OF APPEALS



CASE TITLE:

Timothy A. Grunow,
 Relator

INFORMAL BRIEF

vs.

COURT OF APPEALS #:

1) Walser Automotive Group, LLC,
 Respondent

DEPARTMENT OF
 EMPLOYMENT & ECONOMIC
 DEVELOPMENT #: 22363646-1

2) Department of Employment & Economic
 Development,
 Respondent

DATE OF DECISION: May 11, 2009

TO: The Court of Appeals of the State of Minnesota

Timothy A. Grunow, hereby files this Informal Brief with the Court of Appeals to support a Petition and Statement of the case filed with this Court on July 24, 2009, requesting this Court to review and reverse a decision of the unemployment law judge issued on the date noted above.

ISSUE

Did the Unemployment Law Judge err in finding that Timothy A. Grunow did not qualify under Minnesota Statutes Section 268.095, subdivision 1, as a person who quit his employment to accept other covered employment that provided substantially better terms and conditions of employment?

ARGUMENT

1. The facts here are quite simple. I was offered a job at Denny Heckers Cadillac Pontiac GMC, Inc., in Stillwater, Minnesota, as a parts assistant manager, which was similar to the job I had at Walser Automotive in Roseville, Minnesota. For several reasons I regarded the job in Stillwater as far superior to the job in Roseville, so on April 3, 2009, I quit my job at Walser and accepted the job at Denny Heckers. Unfortunately, through no fault of mine, Denny Hecker had fallen into deep financial troubles and many of his dealerships were closed, including the Stillwater dealership, which was chained shut when I reported for work there on April 6. Thus my attempt to move from one covered position to another was made impossible.

2. The Unemployment Law Judge made two fatal assumptions here which resulted in the conclusion that "the new position did not provide substantially better terms and conditions of employment". Those assumptions and the reality in each case are as follows:

- A. The Unemployment Law Judge found that I would have to pay \$220 more a month for family health insurance in the new job. In reality, the family coverage under my wife's health insurance at Andersen Windows would cost less than the cost of my coverage at Walser so I had decided to drop my own coverage and rely upon my wife's coverage. Thus the Unemployment Law Judge assumed I would pay \$2,640 more per year in the new job, when in reality I would pay less per year than in my job at Walser.
- B. The Unemployment Law Judge only took into account the difference of 15 miles from my old job at Walser and the new job at Stillwater. In reality the new job would have permitted carpooling with my wife, only 1.4 miles from door to door thus only requiring one car for our commute. I estimate the total savings to me would exceed \$10,000 a year and could run as high as \$13,750.

3. In addition to the above facts the new job would have paid me overtime, in the event I was ever required to work on Saturday and Sunday, whereas in my old job at Walser I had to work regularly on Saturday and on Sunday about once a month with no extra pay whatever. Thus I would be able to spend more weekend time with my wife and two sons or would have earned substantial overtime pay if I were called in for a weekend.

4. For the reasons set out above, I regarded the Denny Hecker Stillwater job as far superior to the old job at Walsers. Why did the Unemployment Law Judge not even ask me why I took the new job unless I regarded it as having better terms and conditions.

5. Finally, I believe my situation is precisely the kind of circumstance where the Minnesota Statutes were intended to provide relief. I moved from one covered job to another but because of circumstances beyond my control I was unable to work at the second job to satisfy a new period of eligibility for benefits.

6. Therefore I respectfully request this Court to grant me the relief provided for in the Minnesota law.

Thank You.



(Signature)

DATED: August 21, 2009

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