

**IOWA WORKFORCE DEVELOPMENT
UNEMPLOYMENT INSURANCE APPEALS**

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

MICHELLE O LOCK
Claimant

APPEAL NO. 11A-EUCU-00424-CT

**ADMINISTRATIVE LAW JUDGE
DECISION**

DOLLAR GENERAL
Employer

**OC: 01/16/11
Claimant: Appellant (2)**

Section 96.5(1)a – Quit for Other Employment

STATEMENT OF THE CASE:

Michelle Lock filed an appeal from a representative's decision dated April 13, 2011, reference 02, which denied benefits based on her separation from Dollar General. After due notice was issued, a hearing was held by telephone on May 17, 2011. Ms. Lock participated personally. The employer participated by Andrea Mulvihill, Store Manager.

ISSUE:

At issue in this matter is whether Ms. Lock was separated from employment for any disqualifying reason.

FINDINGS OF FACT:

Having heard the testimony and having reviewed all of the evidence in the record, the administrative law judge finds: Ms. Lock was employed by Dollar General from July 6 until October 15, 2010. She worked approximately 30 hours each week as a sales associate. She voluntarily quit and told the employer it was due to having a new job. She had accepted a job with Becky's Diner, which she began on October 18, 2010. The new employment lasted only three to four weeks.

Ms. Lock also quit her employment because she could not handle her coworkers having conversations about their after-work activities. She felt the conversations compromised her sobriety. She had not complained to management about any work-related problems prior to quitting. Continued work would have been available if she had not quit.

REASONING AND CONCLUSIONS OF LAW:

An individual who leaves employment voluntarily is disqualified from receiving job insurance benefits unless the quit was for good cause attributable to the employer. Iowa Code § 96.5(1). Ms. Lock quit her job for two reasons, a new job offer and the fact that she did not like some of the conversations her coworkers had in her presence. She never asked her coworkers to refrain from such conversations. She never put the employer on notice that she intended to quit

over any work-related matters. Therefore, she deprived the employer of the opportunity to make those changes that would have prevented her from quitting.

Ms. Lock had an offer of other employment before leaving Dollar General. It is concluded that she left in good faith to accept new employment. Inasmuch as she had performed services in the new employment when she filed her claim effective January 16, 2011, she is entitled to job insurance benefits pursuant to Iowa Code § 96.5(1)a. Benefits allowed as a result of the decision herein shall not be charged to Dollar General.

DECISION:

The representative's decision dated April 13, 2011, reference 02, is hereby reversed. Ms. Lock left her employment with Dollar General to accept other employment and has performed services in the new employment. Benefits are allowed, provided she is otherwise eligible, but shall not be charged to Dollar General.

Carolyn F. Coleman
Administrative Law Judge

Decision Dated and Mailed

cfc/pjs