

**IOWA WORKFORCE DEVELOPMENT
UNEMPLOYMENT INSURANCE APPEALS**

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

STACY LENTZ

Claimant

APPEAL NO: 06A-UI-10230-ET

**ADMINISTRATIVE LAW JUDGE
DECISION**

DOLGENCORP INC

Employer

**OC: 09-17-06 R: 02
Claimant: Appellant (1)**

Section 96.5-1 – Voluntary Leaving

STATEMENT OF THE CASE:

The claimant filed a timely appeal from the October 12, 2006, reference 01, decision that denied benefits. After due notice was issued, a hearing was held by telephone conference call before Administrative Law Judge Julie Elder on November 6, 2006. The claimant participated in the hearing. Shawn McGarvey, District Manager, participated in the hearing on behalf of the employer.

ISSUE:

The issue is whether the claimant voluntarily left her employment with good cause attributable to the employer.

FINDINGS OF FACT:

Having reviewed all of the evidence in the record, the administrative law judge finds: The claimant was employed as a full-time assistant manager for Dollar General from June 7, 2005 to August 11, 2006. In July 2005 the store manager was in a car accident and was gone on FMLA for two months. The claimant was acting manager during that time until the manager returned and worked November and December 2005 before again going on FMLA. District Manager Shawn McGarvey asked the claimant to be the acting manager again and raised her pay from \$8.35 to \$10.35 per hour. During the last week of March 2006 Ms. McGarvey asked the claimant if she wanted to attend management training school and be a floating manager within the district. The claimant asked about the pay and if she would receive mileage and Ms. McGarvey said her pay would remain the same and she would be paid mileage if she went outside her designated home store but the claimant decided not to accept the offer. At the beginning of April 2005 Ms. McGarvey talked to the claimant about transferring to another location. The claimant said she could not afford to take a pay cut and Ms. McGarvey said she would be “compensated” for her loss of management pay but the claimant did not ask what her compensation would be. On April 11, 2006, Ms. McGarvey told the claimant she would be paid \$9.35 and the claimant transferred to the other location April 13, 2006. She worked 30 to 34 hours per week and did not receive the eight hours of overtime she received at her previous store. The claimant worked at the new location until August 11, 2006, after giving notice that she was going to quit to pursue other opportunities.

REASONING AND CONCLUSIONS OF LAW:

For the reasons that follow, the administrative law judge concludes the claimant voluntarily left her employment without good cause attributable to the employer.

Iowa Code section 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.

In general, a voluntary quit means discontinuing the employment because the employee no longer desires to remain in the relationship of an employee with the employer from whom the employee has separated. 871 IAC 24.25. Leaving because of unlawful, intolerable, or detrimental working conditions would be good cause. 871 IAC 24.26(3),(4). Leaving because of dissatisfaction with the work environment is not good cause. 871 IAC 24.25(1). The claimant has the burden of proving that the voluntary leaving was for good cause attributable to the employer. Iowa Code section 96.6-2. The claimant was acting manager twice while her manager was on FMLA and the second time the employer paid her management wages. The employer then offered the claimant a management position but she declined. She did, however, accept a transfer to another location after learning she would be paid \$9.35 per hour and worked at that rate of pay for four months before leaving. A voluntary quit due to a reduction in the wage scale is without cause attributable to the employer if the reduction is made pursuant to a term of the contract of hire of which the claimant is aware. Charles Gabus Ford, Inc. v. IDJS, (Unpublished, Iowa App. 1983). Claimant's resignation seven months after substantial change in contract of hire was a disqualifiable event because the claimant was held to have acquiesced in the changes. Olson v. EAB, 460 N.W.2d 865 (Iowa App. 1990). In this case the claimant was aware of what her wages would be when she accepted the transfer and worked at that wage for four months before leaving. Consequently, the administrative law judge concludes the claimant voluntarily left her employment and has not demonstrated that her leaving was for good cause attributable to the employer as defined by Iowa law. Benefits are denied.

DECISION:

The October 12, 2006, reference 01, decision is affirmed. The claimant voluntarily left her employment without good cause attributable to the employer. Benefits are withheld until such

time as she has worked in and been paid wages for insured work equal to ten times her weekly benefit amount, provided she is otherwise eligible

Julie Elder
Administrative Law Judge

Decision Dated and Mailed

je/pjs