BEFORE THE
EMPLOYMENT APPEAL BOARD
Lucas State Office Building
Fourth floor
Des Moines, Iowa 50319

VALERIE L LILLIBRIDGE Claimant and **SLB OF IOWA LC** Employer	**HEARING NUMBER:** 19BUI-02483 **EMPLOYMENT APPEAL BOARD DECISION**

N O T I C E

THIS DECISION BECOMES FINAL unless (1) a **request for a REHEARING** is filed with the Employment Appeal Board within **20 days** of the date of the Board's decision or, (2) a **PETITION TO DISTRICT COURT** IS FILED WITHIN **30 days** of the date of the Board's decision.

A REHEARING REQUEST shall state the specific grounds and relief sought. If the rehearing request is denied, a petition may be filed in **DISTRICT COURT** within **30 days** of the date of the denial.

SECTION: 96.5-1

D E C I S I O N

UNEMPLOYMENT BENEFITS ARE DENIED

The Employer appealed this case to the Employment Appeal Board. The members of the Employment Appeal Board reviewed the entire record. The Appeal Board finds it cannot affirm the administrative law judge's decision. The Employment Appeal Board **REVERSES** as set forth below.

FINDINGS OF FACT:

Valerie Lillibridge (Claimant) worked for SLB of Iowa (Employer) until she voluntarily quit on February 10, 2019.

The Claimant had conflicts with a co-worker, who was generally a poorly performing worker. The Claimant at times was treated poorly by the co-worker who showed the Claimant a bad attitude and would not follow the Claimant's suggestions. The co-worker was often on the phone when she was to be working. Claimant stated that she'd once gone to an assistant manager to report on her co-worker's unwillingness to do work, and the manager stated that he'd handle it. The Claimant would not be in a position to know what personnel actions had been taken regarding this co-worker. In the Claimant's opinion the co-worker's attitude did not change after this.

On February 9, 2019 Claimant and the co-worker met with management as the co-worker found Claimant to be difficult. Management told both parties that they needed to work together and that the parties didn't need to have long interactions or get along. A manager told the two workers "If you can't be a part of the team then you won't work here." Claimant replied that she felt that she should just transfer to the Fleur Drive store. Employer responded to Claimant's statement by telling her, "That's not how we do things around here." The Claimant had no written warnings, but only this one verbal one. After this the Claimant quit because she was scared she might get fired.

REASONING AND CONCLUSIONS OF LAW:

A Legal Standards: This case involves a voluntary quit. Iowa Code Section 96.5(1) states:

> 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.

Under Iowa Administrative Code 871-24.26:

> The following are reasons for a claimant leaving employment with good cause attributable to the employer:
> …
> 24.26(4) The claimant left due to intolerable or detrimental working conditions.

Ordinarily, "good cause" is derived from the facts of each case keeping in mind the public policy stated in Iowa Code section 96.2. *O'Brien v. EAB*, 494 N.W.2d 660, 662 (Iowa 1993)(citing *Wiese v. Iowa Dep't of Job Serv.*, 389 N.W.2d 676, 680 (Iowa 1986)). "The term encompasses real circumstances, adequate excuses that will bear the test of reason, just grounds for the action, and always the element of good faith." *Wiese v. Iowa Dep't of Job Serv.,* 389 N.W.2d 676, 680 (Iowa 1986) "[C]ommon sense and prudence must be exercised in evaluating all of the circumstances that lead to an employee's quit in order to attribute the cause for the termination." *Id.* Where multiple reasons for the quit, which are attributable to the employment, are presented the agency must "consider that all the reasons combined may constitute good cause for an employee to quit, if the reasons are attributable to the employer". *McCunn v. EAB*, 451 N.W.2d 510 (Iowa App. 1989)(citing *Taylor v. Iowa Department of Job Service*, 362 N.W.2d 534 (Iowa 1985)). "Good cause attributable to the employer" does not require fault, negligence, wrongdoing or bad faith by the employer. *Dehmel v. Employment Appeal Board*, 433 N.W.2d 700, 702 (Iowa 1988)("[G]ood cause attributable to the employer can exist even though the employer is free from all negligence or wrongdoing in connection therewith"); *Shontz v. Iowa Employment Sec. Commission*, 248 N.W.2d 88, 91 (Iowa 1976)(benefits payable even though employer "free from fault"); *Raffety v. Iowa Employment Security Commission*, 76 N.W.2d 787, 788 (Iowa 1956)("The good cause attributable to the employer need not be based upon a fault or wrong of such employer."). Good cause may be attributable to "the employment itself" rather than the employer personally and still satisfy the requirements of the Act. *E.g. Raffety v. Iowa Employment Security Commission*, 76 N.W.2d 787, 788 (Iowa 1956).

Where an employee quits because of allegedly illegal working conditions the reasonable belief standard applies. "Under the reasonable belief standard, it is not necessary to prove the employer violated the law, only that it was reasonable for the employee to believe so." *O'Brien v. EAB,* 494 N.W.2d 660, 662 (Iowa 1993). Good faith

under this standard is not determined by the Claimant's subjective understanding. The question of good faith must be measured by an objective standard. Otherwise benefits might be paid to someone whose "behavior is in fact grounded upon some sincere but irrational belief." *Aalbers v. Iowa Department of Job Service*, 431 N.W.2d 330, 337 (Iowa 1988). The "key question is what a reasonable person would have believed under the circumstances" and thus "the proper inquiry is whether a person of reasonable prudence would believe, under the circumstances faced by [Claimant], that improper or illegal activities were occurring at [Employer] that necessitated his quitting." *O'Brien* at 662; *accord Aalbers v. Iowa Department of Job Service*, 431 N.W.2d 330, 337 (Iowa 1988)(misconduct case). *C.f. Haskenhoff v. Homeland Energy Solutions*, 897 N.W.2d 553, 592 (Iowa 2017) ("The test for constructive discharge is objective…").

B. Application of Standards: We find that a person of reasonable prudence would not quit under the circumstances the Claimant faced in this case. She worked with a co-worker who was rude and bossy. There are no allegations of abusive language or behavior, swearing, threats, or anything other form of unusual mistreatment. Raised voices and conflicts over sharing of job duties is not an unusual aspect of everyday work life. The co-worker would not listen to the Claimant's advice, but the Claimant had no authority over her. The co-worker was irritating, for example placing her fingers in her ears while the Claimant was talking, but irritation is insufficient to constitute good cause under the standard we must apply. While, obviously, abusive and insulting conduct tolerated by an employer can be good cause to quit we find that the Claimant has failed to prove anything of this nature. At the most she had to deal with the ordinary travails of daily work that are not good cause for quitting. *C.f. Wolfe v. Iowa Unemployment Comp. Comm'n,* 232 Iowa 1254, 1257, 7 N.W.2d 799 (Iowa 1943)("although [Wolfe]'s work was hard, she was required to do no more than the average chambermaid throughout the country, and other chambermaids in said hotel"). Thus the rules provide it is not good cause for quitting that "The claimant left as a result of an inability to work with other employees." 871 IAC 24.25(6). We find this case falls under this rule.

The job environment was not made significantly more severe merely because the Claimant mentioned a transfer and the supervisor responded it "didn't work that way." First of all, the behavior of the co-worker was not serious enough to be good cause for quitting, and being required to *continue* working with the co-worker would not be good cause. Second, the Employer's comment that transfers were not automatic is not a denial of an actual application for transfer, and could not reasonably be taken to be a statement that no transfer would ever be approved moving forward. Third, and most important, the fear that in the future if the Claimant has a conflict with the co-worker, the Claimant gets blamed for conflict with the co-worker, then the Claimant could be terminated is too attenuated to be good cause for quitting. Again, the rules provide it was not good cause when "The claimant left because such claimant felt that the job performance was not to the satisfaction of the employer; provided, the employer had not requested the claimant to leave and continued work was available." 871 IAC 24.25(33). In the same vein the rules state it is not misconduct when "[t]he claimant left after being reprimanded." 871 IAC 24.25(28). Here the Claimant hadn't even received a written warning. All she had to justify quitting was *assumptions* based on a generalized statement that a termination would follow "if you can't be a part of the team…" This is a conditional statement said to two people. The Claimant's fear of being terminated was not, under the circumstances of this case, good cause for quitting. In short, she jumped the gun and quit under circumstances that a reasonable person would not find to have "**necessitated** [her] quitting." *O'Brien* at 662 (emphasis added). The Claimant did not prove good cause for quitting, and benefits are denied.

DECISION:

The administrative law judge's decision dated April 11, 2019 is **REVERSED**. The Employment Appeal Board concludes that the claimant quit but not for good cause attributable to the employer. Accordingly, she is denied benefits until such time the Claimant has worked in and was paid wages for insured work equal to ten times the Claimant's weekly benefit amount, provided the Claimant is otherwise eligible. See, Iowa Code section 96.5(1)(g).

The Board remands this matter to the Iowa Workforce Development Center, Claims Section, for a calculation of the overpayment amount based on this decision.

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Kim D. Schmett

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Ashley R. Koopmans

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James M. Strohman

RRA/fnv