

**IOWA WORKFORCE DEVELOPMENT
UNEMPLOYMENT INSURANCE APPEALS**

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

MARY A CASON

Claimant

APPEAL NO. 09A-UI-10550-CT

**ADMINISTRATIVE LAW JUDGE
DECISION**

LUTHER CARE SERVICES

Employer

**Original Claim: 06/07/09
Claimant: Respondent (2-R)**

Section 96.5(1) – Voluntary Quit
Section 96.3(7) – Recovery of Overpayments

STATEMENT OF THE CASE:

Luther Care Services filed an appeal from a representative's decision dated July 13, 2009, reference 01, which held that no disqualification would be imposed regarding Mary Cason's separation from employment. After due notice was issued, a hearing was held by telephone on August 10, 2009. Ms. Cason participated personally and offered additional testimony from Jamie Lee. The employer participated by Shelly Corbin, Director of Housekeeping, Laundry and Floor Care.

ISSUE:

At issue in this matter is whether Ms. Cason 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. Cason was employed by Luther Care Services from November 26, 2003 until June 12, 2009. She worked full-time as a laundry aide. She quit the employment due to conflicts with a coworker, Alice.

Ms. Cason began having difficulties with Alice after she learned that Ms. Cason was marrying an individual she also liked. Ms. Cason heard from others at the workplace that Alice was spreading rumors about her. She never personally heard Alice talking about her. Most of her problems with Alice occurred away from the workplace. She never put the employer on notice that there were work-related problems involving Alice.

On June 12, Alice told the supervisor that she was afraid of Ms. Cason. She said Ms. Cason had yelled at her while the two were outside. Alice was given permission to leave work early after being told that she and Ms. Cason would need to leave their personal issues at home. After Alice left, the supervisor spoke to Ms. Cason. She was also told that she and Alice needed to leave their personal issues at home but that the supervisor would become involved if their conflicts affected their work. Ms. Cason left the room and returned five minutes later and quit. Continued work would have been available if she had not quit.

Ms. Cason filed a claim for job insurance benefits effective June 7, 2009. She has received a total of \$2,620.00 in benefits since filing the claim.

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 section 96.5(1). Ms. Cason quit because of conflicts she was having with a coworker. Both she and Alice allowed their animosity to come between them at work. An employer is responsible for providing a safe and secure work environment. However, an employer can only be responsive if problems are brought to its attention.

Ms. Cason never put the employer on notice that her conflicts with Alice were such that she felt harassed or threatened at work. The employer did not become aware that there were problems until June 12. At that time, the supervisor put both Alice and Ms. Cason on notice that their personal conflicts would not be tolerated at work and that she would intervene if it became necessary. Rather than wait to see if the supervisor's warning would resolve the issues, Ms. Cason quit. The administrative law judge concludes that she did not give the employer a full and fair opportunity to address and possibly resolve her concerns before she quit.

Ms. Cason's conflicts with Alice at work were not life-threatening or so outrageous as to justify quitting without first giving the employer an opportunity to salvage the employment relationship. The employer was not responsible for making sure they got along outside of work. For the reasons cited herein, the administrative law judge concludes that Ms. Cason's quit was not for good cause attributable to the employer. As such, she is not entitled to job insurance benefits. She has received benefits since filing her claim. Based on the decision herein, the benefits received now constitute an overpayment.

As a general rule, an overpayment of job insurance benefits must be repaid. Iowa Code section 96.3(7). If the overpayment results from the reversal of an award of benefits based on an individual's separation from employment, it may be waived under certain circumstances. An overpayment will not be recovered from an individual if the employer did not participate in the fact-finding interview on which the award of benefits was based, provided there was no fraud or willful misrepresentation on the part of the individual. This matter shall be remanded to Claims to determine if benefits already received will have to be repaid.

DECISION:

The representative's decision dated July 13, 2009, reference 01, is hereby reversed. Ms. Cason quit her employment with Luther Care Services for no good cause attributable to the employer. Benefits are withheld until she has worked in and been paid wages for insured work equal to ten times her weekly job insurance benefit amount, provided she is otherwise eligible. This matter is remanded to Claims to determine the amount of any overpayment and whether Ms. Cason will be required to repay benefits.

Carolyn F. Coleman
Administrative Law Judge

Decision Dated and Mailed

cfc/kjw