

**IOWA WORKFORCE DEVELOPMENT
UNEMPLOYMENT INSURANCE APPEALS**

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

MICHAEL L CORNER
Claimant

APPEAL NO. 10A-UI-02124-HT

**ADMINISTRATIVE LAW JUDGE
DECISION**

SIGOURNEY CARE CENTER LTD
Employer

OC: 01/17/10
Claimant: Appellant (1)

Section 96.5(2)a – Discharge

STATEMENT OF THE CASE:

The claimant, Michael Corner, filed an appeal from a decision dated February 8, 2010, reference 01. The decision disqualified him from receiving unemployment benefits. After due notice was issued, a hearing was held by telephone conference call on March 22, 2010. The claimant participated on his own behalf. The employer, Sigourney Care Center (SCC), participated by Administrator Jason Vander Veer and DON Kay Robinson. Exhibits One and A were admitted into the record.

ISSUE:

The issue is whether the claimant was discharged for misconduct sufficient to warrant a denial of unemployment benefits.

FINDINGS OF FACT:

Michael Conner was employed by SCC from March 27, 2008 until January 5, 2010 as a full-time maintenance supervisor. As part of his job duties he is to conduct fire drills in the facility. He is then to have tenants and staff sign a document certifying the fire drill had been done on the time and date specified. This certification is then kept in a file for inspection by the fire marshal and the Iowa Department of Inspections and Appeals. Falsification of documentation can result in fines to the facility and potentially the loss of the care center's license and the personal license of the administrator.

On December 31, 2009, the claimant came to the break room around 1:00 p.m. where some of the staff had gathered. He asked them to sign the fire drill certification form which had already been signed by some of the tenants in the facility. After signing it DON Kay Robinson asked a staff member who worked in the assisted living facility if she had heard the fire drill. The worker said no and Ms. Robinson then went looking for Mr. Conner. When questioned he confirmed he had not done the fire drill and had not actually intended to do one. The DON asked for the paper back because she did not want her signature on it as it was not correct. Mr. Conner then said he would do the fire drill and it was performed at 2:00 p.m.

Ms. Robinson informed Administrator Jason Vander Veer of the incident that day and when he returned to work January 1, 2010, he began an investigation. He questioned the staff members and confirmed Mr. Conner had asked them to sign the document before the fire drill had been conducted. When he had concluded the interviews he met with Mr. Conner. The claimant admitted he had the paperwork signed before the fire drill because he was afraid the staff and tenants would "scatter" after the fire drill and would not be available to sign the document. He was discharged for falsification of the documents.

REASONING AND CONCLUSIONS OF LAW:

Iowa Code section 96.5-2-a provides:

An individual shall be disqualified for benefits:

2. Discharge for misconduct. If the department finds that the individual has been discharged for misconduct in connection with the individual's employment:

a. The individual shall be disqualified for benefits until the individual has worked in and has been paid wages for insured work equal to ten times the individual's weekly benefit amount, provided the individual is otherwise eligible.

871 IAC 24.32(1)a provides:

Discharge for misconduct.

(1) Definition.

a. "Misconduct" is defined as a deliberate act or omission by a worker which constitutes a material breach of the duties and obligations arising out of such worker's contract of employment. Misconduct as the term is used in the disqualification provision as being limited to conduct evincing such willful or wanton disregard of an employer's interest as is found in deliberate violation or disregard of standards of behavior which the employer has the right to expect of employees, or in carelessness or negligence of such degree of recurrence as to manifest equal culpability, wrongful intent or evil design, or to show an intentional and substantial disregard of the employer's interests or of the employee's duties and obligations to the employer. On the other hand mere inefficiency, unsatisfactory conduct, failure in good performance as the result of inability or incapacity, inadvertencies or ordinary negligence in isolated instances, or good faith errors in judgment or discretion are not to be deemed misconduct within the meaning of the statute.

The claimant was aware the document was a certification the fire drill had been conducted as required. By asking the staff and tenants to sign the paper before the fire drill was conducted, he caused the document to be falsified. Whether or not he intended to do it later is not at issue. Many things could have occurred which might have prevented the drill from taking place at the time and date specified in the paperwork. He jeopardized the employer by exposing it to potential fines and loss of certification. This is a violation of the duties and responsibilities the employer has the right to expect of an employee and conduct not in the best interests of the employer. The claimant is disqualified.

DECISION:

The representative's decision of February 8, 2010, reference 01, is affirmed. Michael Conner is disqualified and benefits are withheld until he has earned ten times his weekly benefit amount, provided he is otherwise eligible.

Bonny G. Hendricksmeier
Administrative Law Judge

Decision Dated and Mailed

bgh/pjs