

until after the particular care is given. On August 16 the dressing that was taken off was dated August 13 and initialed on the bandage tape. No one other than claimant was responsible for changing the dressing on August 15.

On August 15 claimant passed medications and the medication cart was left unlocked in a dementia resident's room with medications out on top. Claimant said she was in a hurry and was not thinking. On July 15, 2005 employer found out that on July 5 a fax order arrived from a resident's doctor to get urinalysis sample to check for infection. The nurse is to note it and put it on the calendar to make sure it is done. Claimant did not document the order and did not take the sample. The order was found three days later and claimant had no recollection other than she received it and signed it but forgot to follow through.

Employer issued a final written warning and three day suspension on June 16, 2005 about failing to pass medications to five different residents. (Claimant's Exhibit A, page 1) Claimant did not advise employer she needed any accommodation or time off and did not offer reasons for the repeated procedural violations other than forgetfulness and being hurried. Employer was unaware of other medication policy violators that were not disciplined.

REASONING AND CONCLUSIONS OF LAW:

For the reasons that follow, the administrative law judge concludes the claimant was discharged from employment due to job-related misconduct.

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.

This definition has been accepted by the Iowa Supreme Court as accurately reflecting the intent of the legislature. Huntoon v. Iowa Department of Job Service, 275 N.W.2d 445, 448 (Iowa 1979).

Claimant endangered the residents' health by failing to perform the ordered bandage change, failing to pass medications, and failing to take a urine sample or properly document it. Employer's interests in providing proper medical care for its residents were not served by the repeated negligent violations, which rises to the level of misconduct. Benefits are denied.

DECISION:

The September 7, 2005, reference 01, decision is affirmed. The claimant was discharged from employment due to job-related misconduct. 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.

dml/pjs