

**IOWA WORKFORCE DEVELOPMENT  
UNEMPLOYMENT INSURANCE APPEALS**

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

**SHANNON K LENNIE**  
Claimant

**APPEAL NO. 07A-UI-02862-CT**

**ADMINISTRATIVE LAW JUDGE  
DECISION**

**GRANDVIEW HEIGHTS INC**  
Employer

**OC: 02/18/07 R: 02  
Claimant: Respondent (2)**

Section 96.5(2)a – Discharge for Misconduct  
Section 96.3(7) – Recovery of Overpayments

**STATEMENT OF THE CASE:**

Grandview Heights, Inc. filed an appeal from a representative's decision dated March 14, 2007, reference 01, which held that no disqualification would be imposed regarding Shannon Lennie's separation from employment. After due notice was issued, a hearing was held by telephone on April 6, 2007. Ms. Lennie participated personally. The employer participated by Tom Hoskins, Administrator, and Laura Kramer, Director of Nursing.

**ISSUE:**

At issue in this matter is whether Ms. Lennie was separated from employment for any disqualifying reason.

**FINDINGS OF FACT:**

Having heard the testimony of the witnesses and having reviewed all of the evidence in the record, the administrative law judge finds: Ms. Lennie was employed by Grandview Heights, Inc. from August 23, 2006 until February 22, 2007 as a full-time LPN charge nurse. The decision to discharge her was prompted by the fact that she failed to perform a blood sugar monitoring for a resident on February 21. The resident complained that she had not had her blood sugar tested for two days. The employer reviewed her chart and found that Ms. Lennie had recorded the blood sugar reading as "74" for February 21. This was a low value for this particular resident and, therefore, the employer looked into the matter further. The employer checked the memory on all its meters and could not find a record of any reading of "74" for February 21. All other blood sugar readings for that date were recorded correctly by Ms. Lennie and were consistent with information stored in the meter's memory.

Approximately one week before her discharge, Ms. Lennie was asked to change a resident's catheter because it was leaking and was causing the resident pain. The employer learned the next day that the catheter had not been changed as directed. When questioned, Ms. Lennie advised the employer that the resident did not want it changed. The resident was scheduled for a routine catheter change the day after Ms. Lennie was directed to change it. On February 21, Ms. Lennie left a resident's nebulizer treatment on his bedside table and indicated in the chart

that the treatment had been administered. She had left the treatment for the resident to self-administer.

As a result of the above deficiencies, Ms. Lennie was discharged on February 22, 2007. She filed a claim for job insurance benefits effective February 18, 2007. She has received a total of \$970.00 in benefits since filing her claim.

#### **REASONING AND CONCLUSIONS OF LAW:**

An individual who was discharged from employment is disqualified from receiving job insurance benefits if the discharge was for misconduct. Iowa Code section 96.5(2)a. The employer had the burden of proving disqualifying misconduct. Cosper v. Iowa Department of Job Service, 321 N.W.2d 6 (Iowa 1982). Ms. Lennie was discharged because she failed to perform assigned duties. She failed to perform a blood sugar check for a resident on February 21. Although she recorded a number in the resident's chart, the resident denied that she had her blood level tested on that date. The employer did not rely solely on the resident's statement. The employer checked the memory on all its meters and could find no record of a "74" reading as indicated in the resident's chart. The failure to monitor a resident's blood sugar levels had the potential of compromising the resident's health. Accurate readings are necessary so that steps can be taken to increase or decrease medications or change the resident's diet.

Ms. Lennie also failed to administer medication to a resident on February 21. She left the medication for the resident to administer to himself. However, she noted in his chart that the medication had been administered. Without actually administering the medication herself, Ms. Lennie had no way of knowing whether the resident actually administered the medication himself. Her notation in the chart that it had been administered was not entirely accurate. Of course, the resident had the right to refuse medication. However, the refusal would have to be noted in his chart. Simply leaving the medication for him to administer himself was contrary to the standards the employer had the right to expect from a charge nurse. Ms. Lennie also failed to change a catheter for a resident as directed by the director of nursing. The administrative law judge is not inclined to believe the resident said she did not want the catheter changed since it was she who told the director of nursing she wanted it changed because it was leaking. Ms. Lennie's failure to change the catheter as directed resulted in prolonging the discomfort of the resident.

The administrative law judge concludes that the three incidents referred to above are sufficient to establish a substantial disregard of the employer's interests. Ms. Lennie's actions had the potential of jeopardizing the health and well-being of residents. The incidents establish a substantial disregard of the standards the employer had the right to expect from a charge nurse. For the reasons cited herein, it is concluded that misconduct has been established and benefits are denied.

Ms. Lennie has received benefits since filing her claim. Based on the decision herein, the benefits received now constitute an overpayment and must be repaid. Iowa Code section 96.3(7).

**DECISION:**

The representative's decision dated March 14, 2007, reference 01, is hereby reversed. Ms. Lennie was discharged for misconduct in connection with her employment. Benefits are withheld until such time as she has worked in and been paid wages for insured work equal to ten times her weekly job insurance benefit amount, provided she satisfies all other conditions of eligibility. Ms. Lennie has been overpaid \$970.00 in job insurance benefits.

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Carolyn F. Coleman  
Administrative Law Judge

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Decision Dated and Mailed

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