

**IOWA WORKFORCE DEVELOPMENT  
UNEMPLOYMENT INSURANCE APPEALS**

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

**KATRINA M COZAD**  
Claimant

**APPEAL NO. 09A-UI-17222-ST**

**ADMINISTRATIVE LAW JUDGE  
DECISION**

**NURSEFINDERS OF DES MOINES**  
Employer

**Original Claim: 09/27/09  
Claimant: Respondent (1)**

Section 96.5-2-a – Discharge for Misconduct  
871 IAC 24.32(1) – Definition of Misconduct

**STATEMENT OF THE CASE:**

The employer appealed a department representative's decision dated October 30, 2009, reference 01, that held the claimant was not discharged for misconduct on September 25, 2009, and that allowed benefits. A telephone hearing was held on December 21, 2009. The claimant participated. Mike Adams, Branch Director, participated for the employer.

**ISSUE:**

The issue is whether the claimant was discharged for misconduct.

**FINDINGS OF FACT:**

The administrative law judge, having heard the testimony of the witnesses and having considered the evidence in the record, finds that: The claimant began employment with the employer staffing agency on May 20, 2005. The claimant worked as a certified nursing assistant (CNA). The claimant was offered and she accepted an eight-week assignment at Mercy Hospital beginning August 31, 2009. The employer notified the claimant on September 23 that it was terminating the assignment on September 25. The claimant completed the assignment and the employer had no further suitable work to offer the claimant for the day shift.

**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 administrative law judge concludes that the employer failed to establish misconduct in the discharge of the claimant on September 25, 2009.

Since the employer terminated the assignment prior to its prospective completion date, the separation is treated as a discharge. The employer has not shown the termination was due to any of misconduct.

**DECISION:**

The decision of the representative dated October 30, 2009, reference 01, is affirmed. The claimant was not discharged for misconduct in connection with employment on September 25, 2009. Benefits are allowed, provided the claimant is otherwise eligible.

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Randy L. Stephenson  
Administrative Law Judge

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Decision Dated and Mailed

rls/kjw