

**IOWA WORKFORCE DEVELOPMENT  
UNEMPLOYMENT INSURANCE APPEALS**

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

**DIANA L CHAMBERLIN**  
Claimant

**APPEAL NO. 11A-UI-00800-LT**

**ADMINISTRATIVE LAW JUDGE  
DECISION**

**WASHINGTON CARE CENTER INC**  
Employer

**OC: 11/28/10**  
**Claimant: Appellant (1)**

Iowa Code § 96.5(2)a – Discharge for Misconduct

**STATEMENT OF THE CASE:**

The claimant filed a timely appeal from the January 10, 2011 (reference 01) decision that denied benefits. After due notice was issued, a telephone conference hearing was held on February 23, 2011. Claimant participated. Employer participated through Administrator Marty Wills.

**ISSUE:**

The issue is whether claimant was discharged for reasons related to job misconduct sufficient to warrant a denial of benefits.

**FINDINGS OF FACT:**

Having heard the testimony and having reviewed the evidence in the record, the administrative law judge finds: Claimant most recently worked part-time as a charge nurse and was separated from employment on December 15, 2010. She was suspended on June 24, 2010, because she did not complete internal investigation paperwork for an abuse investigation of someone else she had reported to DIA. She declined after consulting DIA and her attorney. After several months of not communicating with employer and not completing the paperwork, employer removed her from the employee roll and ended the employment.

Claimant's weekly benefit amount (WBA) is \$461.00. Since the December 15, 2010 separation, the claimant has not received any benefits.

**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 § 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.

Generally, continued refusal to follow reasonable instructions constitutes misconduct. *Gilliam v. Atlantic Bottling Company*, 453 N.W.2d 230 (Iowa App. 1990).

Claimant's refusal to participate in or cooperate with a reasonable internal investigation of another employee was contrary to the employer's best interests in knowing what activities were going on in its facility related to resident care. This rose to the level of disqualifying job-related misconduct. Benefits are denied.

The representative's decision about the June 24, 2010 temporary separation, which was incorrectly determined as a temporary layoff due to a lack of work rather than a suspension, was not appealed and has become final. Thus, this decision does not affect the period from June 24, 2010 through December 14, 2010 and there is no overpayment associated with that separation. Since claimant has not received benefits since the December 15, 2010 separation, no overpayment applies.

**DECISION:**

The January 10, 2011 (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. Inasmuch as no benefits were claimed or paid, no overpayment applies. Claimant's requalification for benefits may be made at such time as she reopens her claim or files another at some future point.

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Dévon M. Lewis  
Administrative Law Judge

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Decision Dated and Mailed

dml/kjw