

**IOWA WORKFORCE DEVELOPMENT  
UNEMPLOYMENT INSURANCE APPEALS**

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

**DARCY L BRACKEN**  
Claimant

**APPEAL NO. 07A-UI-04131-S2T**

**ADMINISTRATIVE LAW JUDGE  
DECISION**

**BI-STATE REGIONAL COMMISSION**  
Employer

**OC: 04/01/07 R: 04  
Claimant: Appellant (1)**

Section 96.5-2-a – Discharge for Misconduct

**STATEMENT OF THE CASE:**

Darcy Bracken (claimant) appealed a representative's April 16, 2007 decision (reference 01) that concluded she was not eligible to receive unemployment insurance benefits because she was discharged from work with Bi-State Regional Commission (employer) for insubordination in connection with her work. After hearing notices were mailed to the parties' last-known addresses of record, a telephone hearing was held on May 8, 2007. The claimant participated personally and through Barb McCollom, Human Resources Generalist for Scott County. The employer participated by Sandra Potter Marquardt, Director, and Carol Connors, Finance Specialist. The claimant offered one exhibit, which was marked for identification as Exhibit A. Exhibit A was received into evidence.

**ISSUE:**

The issue is whether the claimant was discharged for misconduct.

**FINDINGS OF FACT:**

The administrative law judge, having heard the testimony and having considered all of the evidence in the record, finds that: The claimant was hired on August 16, 2006, as a part-time grants manager. On March 13, 2007, the director told the claimant to correct a contract for signing. The contractor's name was incorrect in the contract. The claimant told the director she would not change the contract because it was a waste of taxpayer money and unnecessary. The director asked another employee to make the corrections but the claimant would not give the other employee the documents needed to make the corrections. The claimant wrote an e-mail to the associate director advising her to refuse to follow the director's instructions.

On March 15, 2007, the director reported the claimant's refusal to make the contract changes to a board member. The board member felt the claimant's actions constituted insubordination. On March 19, 2007, all board members were notified and the earliest possible meeting set for March 26, 2007. The members met and voted to terminate the claimant for insubordination. The employer terminated the claimant on March 26, 2007. The claimant refused to fix the contract language up until the time of her termination.

## REASONING AND CONCLUSIONS OF LAW:

For the reasons that follow, the administrative law judge concludes the claimant was discharged for 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.

The employer has the burden of proof in establishing disqualifying job misconduct. Cosper v. Iowa Department of Job Service, 321 N.W.2d 6 (Iowa 1982). Repeated failure to follow an employer's instructions in the performance of duties is misconduct. Gilliam v. Atlantic Bottling Company, 453 N.W.2d 230 (Iowa App. 1990). The claimant clearly disregarded the standards of behavior which an employer has a right to expect of its employees. The claimant's actions were volitional. She intentionally failed to follow the employer's instructions and incited others to do the same. When a claimant intentionally disregards the standards of behavior that the employer has a right to expect of its employees, the claimant's actions are misconduct. The claimant was discharged for misconduct.

**DECISION:**

The representative's April 16, 2007 decision (reference 01) is affirmed. The claimant is not eligible to receive unemployment insurance benefits, because she was discharged from work for misconduct. Benefits are withheld until she has worked in and has been paid wages for insured work equal to ten times her weekly benefit amount, provided she is otherwise eligible.

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Beth A. Scheetz  
Administrative Law Judge

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Decision Dated and Mailed

bas/kjw