

**IOWA WORKFORCE DEVELOPMENT  
Unemployment Insurance Appeals Section  
1000 East Grand—Des Moines, Iowa 50319  
DECISION OF THE ADMINISTRATIVE LAW JUDGE  
68-0157 (7-97) – 3091078 - EI**

**KENNETH W SNOOK  
1841 E MARION ST  
DES MOINES IA 50320**

**SCHNEIDER NATIONAL CARRIERS INC  
c/o TALX UC EXPRESS  
PO BOX 283  
ST LOUIS MO 63166-0283**

**Appeal Number: 04A-UI-09193-CT  
OC: 08/01/04 R: 02  
Claimant: Respondent (2)**

**This Decision Shall Become Final**, unless within fifteen (15) days from the date below, you or any interested party appeal to the Employment Appeal Board by submitting either a signed letter or a signed written Notice of Appeal, directly to the **Employment Appeal Board, 4<sup>th</sup> Floor—Lucas Building, Des Moines, Iowa 50319.**

The appeal period will be extended to the next business day if the last day to appeal falls on a weekend or a legal holiday.

**STATE CLEARLY**

1. The name, address and social security number of the claimant.
2. A reference to the decision from which the appeal is taken.
3. That an appeal from such decision is being made and such appeal is signed.
4. The grounds upon which such appeal is based.

YOU MAY REPRESENT yourself in this appeal or you may obtain a lawyer or other interested party to do so provided there is no expense to Workforce Development. If you wish to be represented by a lawyer, you may obtain the services of either a private attorney or one whose services are paid for with public funds. It is important that you file your claim as directed, while this appeal is pending, to protect your continuing right to benefits.

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(Administrative Law Judge)

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(Decision Dated & Mailed)

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

**STATEMENT OF THE CASE:**

Schneider National Carriers, Inc. (Schneider) filed an appeal from a representative's decision dated August 20, 2004, reference 01, which held that no disqualification would be imposed regarding Kenneth Snook's separation from employment. After due notice was issued, a hearing was held by telephone on September 14, 2004. Mr. Snook participated personally. The employer participated by Doug Follet, Maintenance Team Leader; Jesse Hinkel, Maintenance Manager; Ted Bentley, Service Team Leader; and Victor Robinson and Bill Denny, Upper Level Mechanics.

#### FINDINGS OF FACT:

Having heard the testimony of the witnesses and having reviewed all the evidence in the record, the administrative law judge finds: Mr. Snook was employed by Schneider from May 9, 1995 until August 3, 2004 as a full-time mechanic. He was discharged for falsifying his time card. His job was to inspect vehicles to determine what repairs were needed and to make those repairs. He was to write on the time card the type of work performed and the amount of time spent on the work.

On or about August 3, 2004, the employer discovered that Mr. Snook had claimed time on his time card for work that had not actually been performed. He claimed that he had repaired tail lights on three vehicles. If the lights had been repaired, one would expect to find a location where the wires had been spliced with a shrink tube over the splicing. The employer asked Mr. Snook to show where he had performed the stated repairs but he was unable to do so. There was no evidence that he had repaired any of the tail lights. In fact, the employer noted that there were no problems with any of the tail lights Mr. Snook said he had repaired. He also indicated that he had tightened loose dip stick tubes on two vehicles. The employer inspected the bolts to the tubes and could find no evidence that a wrench or any tool had been used on them as the oil and rust on them had not been disturbed. The employer asked Mr. Snook to show where he had performed the work and he was unable to do so. As it turned out, only one of the tubes needed tightening when the employer did its inspection on the day of discharge. Mr. Snook also indicated that he had adjusted and tightened bolts on the fan belt hub. The employer could find no evidence that the bolts had been tightened as there were no visible signs that that any tool had been used on them. As with the dip stick tubes, the rust and oil was visible on the bolts to the fan belt hub. Mr. Snook again could not indicate to the employer where the work had been performed. It did not appear that the bolts needed to be tightened.

The employer concluded from its inspection of three vehicles that Mr. Snook had not performed the work he claimed and that the work had not needed to be done. He claimed 3.9 hours to perform the work. His rate of pay was \$19.60 per hour. As a result of providing false information on his time sheet, Mr. Snook was discharged on August 3, 2004.

Mr. Snook had received a total of \$1,755.00 in job insurance benefits since filing his claim effective August 1, 2004.

#### REASONING AND CONCLUSIONS OF LAW:

At issue in this matter is whether Mr. Snook was separated from employment for any disqualifying reason. An individual who was discharged from employment is disqualified from receiving job insurance benefits if the discharge was for misconduct in connection with the employment. Iowa Code section 96.5(2)a. The employer had the burden of proving disqualifying job misconduct. Cosper v. Iowa Department of Job Service, 321 N.W.2d 6 (Iowa 1982). Mr. Snook was discharged for providing false information on his time records. He indicated that certain work was necessary, which was false. None of the tail lights he claimed to have fixed had been fixed and none of them had needed to be fixed. He also claimed to have tightened bolts on items when he had not. The employer had the right to expect Mr. Snook to be honest when reporting what work had been done on vehicles. His false claims gave an inaccurate picture of what service had been performed on vehicles. Mr. Snook breached the duty of honesty he owed to his employer. He may well have been performing other work for his employer during the times he claimed he was making the repairs at issue. Even if the falsifications did not result in him receiving pay to which he was not entitled, the fact

remains that he provided false information to his employer. Given the number of tasks that were undone and not needed to be done, the administrative law judge concludes that the conduct was not the product of inadvertent oversight but intentional falsification.

Mr. Snook's conduct constituted a substantial disregard for the standards the employer had the right to expect. It is concluded, therefore, that disqualifying misconduct has been established by the evidence. Accordingly, benefits are denied. Mr. Snook has received benefits since filing his 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 August 20, 2004, reference 01, is hereby reversed. Mr. Snook was discharged for misconduct in connection with his employment. Benefits are withheld until such time as he has worked in and been paid wages for insured work equal to ten times his weekly job insurance benefit amount, provided he satisfies all other conditions of eligibility. Mr. Snook has been overpaid \$1,755.00 in job insurance benefits.

cfc/b