

**IOWA WORKFORCE DEVELOPMENT  
UNEMPLOYMENT INSURANCE APPEALS**

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

**LANDON EINCK**  
Claimant

**APPEAL NO. 07A-UI-02725-BT**

**ADMINISTRATIVE LAW JUDGE  
DECISION**

**FEDERAL EXPRESS CORP**  
Employer

**OC: 02/11/07 R: 03  
Claimant: Appellant (1)**

Section 96.5-2-a – Discharge for Misconduct

**STATEMENT OF THE CASE:**

Landon Einck (claimant) appealed an unemployment insurance decision dated March 8, 2007, reference 01, which held that he was not eligible for unemployment insurance benefits because he was discharged from Federal Express Corporation (employer) for work-related misconduct. After hearing notices were mailed to the parties' last-known addresses of record, a telephone hearing was held on April 3, 2007. The claimant participated in the hearing. The employer participated through Jay Snodgrass, Operations Manager, and Marty Young of TALX UCM Services, Inc. Employer's Exhibits One through Four were admitted into evidence. Based on the evidence, the arguments of the parties, and the law, the administrative law judge enters the following findings of fact, reasoning and conclusions of law, and decision.

**ISSUE:**

The issue is whether the employer discharged the claimant for work-related 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 employed as a full-time Courier/DOT/CDL from March 29, 2005 through February 14, 2007. One policy of the employer's P-2-5 Acceptable Conduct policy provides that termination will occur after an investigation confirms deliberate falsification of company documents. The claimant was suspended and subsequently discharged for violating the acceptable conduct policy by falsifying company documents. The employer became aware of a problem when a customer complained that there had been no attempt to deliver a package to its address on February 9, 2007. The employer investigated and discovered the claimant had not scanned the package that morning when he left even though the package was in his delivery van and that a requirement of his daily duties. The claimant wrote in a statement that he attempted a delivery on February 9, 2007 and he documented in the system that he attempted a delivery on February 10, 2007. He entered a DEX03 code, which indicates he could not locate the address and that there was no research necessary. The employer delivered the package to the listed address on the afternoon of February 10, 2007 without problem.

The investigation also confirmed the claimant entered five DEX03 codes on five different packages each with a different address on February 9, 2007 within a six-minute time frame. He indicated the addresses could not be located and that no research was necessary. It was geographically impossible for him to have performed the tasks he entered into the system in that small amount of time. The employer also successfully delivered each of these packages. The claimant was discharged after the investigation confirmed he falsified company documents.

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

The issue is whether the employer discharged the claimant for work-connected misconduct. A claimant is not qualified to receive unemployment insurance benefits if an employer has discharged the claimant for reasons constituting work-connected misconduct. Iowa Code § 96.5-2-a.

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 to prove the claimant was discharged for work-connected misconduct as defined by the unemployment insurance law. Cosper v. Iowa Department of Job Service, 321 N.W.2d 6 (Iowa 1982). The claimant was discharged for falsifying company documents in violation of policy. He acknowledges he falsified the documents but claims it was not intentional. The fact that the employer was able to deliver the same packages without problems shows it was intentional. The claimant's violation of a known work rule was a willful and material breach of the duties and obligations to the employer and a substantial disregard of

the standards of behavior the employer had the right to expect of the claimant. Work-connected misconduct as defined by the unemployment insurance law has been established in this case and benefits are denied.

**DECISION:**

The unemployment insurance decision dated March 8, 2007, reference 01, is affirmed. The claimant is not eligible to receive unemployment insurance benefits, because he was discharged from work for misconduct. Benefits are withheld until he has worked in and been paid wages for insured work equal to ten times his weekly benefit amount, provided he is otherwise eligible.

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Susan D. Ackerman  
Administrative Law Judge

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Decision Dated and Mailed

sda/kjw