

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

ABDELHAFIZ A SAID
2140 DRAKE PARK AVE #1
DES MOINES IA 50311-4416

TYSON FRESH MEATS INC
c/o TALX UC EXPRESS
PO BOX 283
ST LOUIS MO 63166-0283

Appeal Number: 06A-UI-05583-CT
OC: 04/16/06 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, 4th 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.

(Administrative Law Judge)

(Decision Dated & Mailed)

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

STATEMENT OF THE CASE:

Tyson Fresh Meats, Inc. (Tyson) filed an appeal from a representative's decision dated May 16, 2006, reference 03, which held that no disqualification would be imposed regarding Abdelhafiz Said's separation from employment. After due notice was issued, a hearing was held by telephone on June 20, 2006. The employer participated by Tom Barragan, Employment Manager. Mr. Said did not respond to the notice of hearing.

FINDINGS OF FACT:

Having heard the testimony of the witness and having reviewed all of the evidence in the record, the administrative law judge finds: Mr. Said was employed by Tyson from July 25, 2005 until April 12, 2006 as a full-time production worker. On April 11, he presented the employer with a receipt from M & M Auto Body and Repair in an effort to have an attendance point removed. He was apparently attempting to prove that at least one of his absences was due to a vehicle breaking down and that he had made repairs to the vehicle.

Because of misspellings on the receipt, the employer found it questionable and decided to contact the repair shop. The repair shop denied any knowledge of Mr. Said having his vehicle repaired. Mr. Said did not have any response when confronted with the fact that the repair shop denied having knowledge of him. The decision to discharge was based solely on the fact that Mr. Said presented false documentation.

Mr. Said has received a total of \$281.00 in job insurance benefits since filing his claim effective April 16, 2006.

REASONING AND CONCLUSIONS OF LAW:

At issue in this matter is whether Mr. Said 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. Iowa Code section 96.5(2)a. The employer had the burden of proving disqualifying misconduct. Cosper v. Iowa Department of Job Service, 321 N.W.2d 6 (Iowa 1982). Mr. Said was discharged for providing the employer with false documentation regarding an absence. He deliberately and intentionally attempted to mislead the employer into believing that he had missed work due to vehicle problems that were subsequently repaired. He owed the employer the duty of honesty but breached that obligation when he submitted a false receipt from a repair shop.

Dishonesty with one's employer is clearly contrary to the type of behavior an employer has the right to expect. It is concluded, therefore, that disqualifying misconduct has been established by the evidence. Accordingly, benefits are denied. Mr. Said has received benefits since filing his claim. The amount received, \$281.00, has already been set up as an overpayment on an unrelated issue.

DECISION:

The representative's decision dated May 16, 2006, reference 03, is hereby reversed. Mr. Said was discharged by Tyson 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. Said remains overpaid \$281.00 in job insurance benefits.

cfc/pjs