



APPEAL TRIBUNAL DECISION

Docket number: 24 0898 **Hearing date:** January 16, 2025

CLAIMANT:

WESTON JACKSON
[REDACTED]

EMPLOYER:

GLENDDEVON MARINE LLC
EAGLE RAVEN GLOBAL
[REDACTED]

CLAIMANT APPEARANCES:

Weston Jackson

EMPLOYER APPEARANCES:

Grant Arnell

CASE HISTORY

The claimant timely appealed a November 26, 2024 determination which denied benefits under Alaska Statute 23.20.379. The issue before the Appeal Tribunal is whether the claimant was discharged for misconduct connected with the work.

FINDINGS OF FACT

The claimant began work for the employer on January 29, 2024. He last worked on October 30, 2024. At that time, he worked full time as a driver.

The employer examined the claimant's daily log of his container counts and completion times at each stop for October 26, 2024. An employee had observed the claimant arriving at the employer's worksite at a time when he had noted on his log sheet that he was at a client worksite. The claimant recalled that he had written down an estimated time that he believed he would be done with the work and his estimation had been incorrect because he had to load a bunch of empty carts that had been left behind by another driver, which made him run about 45 minutes later than he had calculated. The claimant did not return to correct the log and went back to the employer's worksite instead. The claimant held that the GPS on his truck would show the correct completion time of his route, but he did not know if the client had access to that information.

The employer's client requires the employer to keep logs of all mail pickups. The employer held that the contract is sensitive and the claimant's incorrectly completed logs put the employer at risk of losing the contract. The employer's

policies require workers to be honest and provide correct information. The claimant had been verbally counseled for other performance issues, but had not been counseled for improperly completing a daily log. The employer considered that the claimant's dishonesty in deliberately completing the log incorrectly warranted immediate dismissal because the employer could not risk further dishonesty and loss of the mail contract.

PROVISIONS OF LAW

AS 23.20.379 provides in part:

- (a) An insured worker is disqualified for waiting-week credit or benefits for the first week in which the insured worker is unemployed and for the next five weeks of unemployment following that week if the insured worker...
 - (2) was discharged for misconduct connected with the insured worker's last work.

8 AAC 85.095 provides in part:

- (d) "Misconduct connected with the insured worker's work" as used in AS 23.20.379(a)(2) means
 - (1) a claimant's conduct on the job, if the conduct shows a willful and wanton disregard of the employer's interest, as a claimant might show, for example, through gross or repeated negligence, willful violation of reasonable work rules, or deliberate violation or disregard of standards of behavior that the employer has the right to expect of an employee; willful and wanton disregard of the employer's interest does not arise solely from inefficiency, unsatisfactory performance as the result of inability or incapacity, inadvertence, ordinary negligence in isolated instances, or good faith errors in judgment or discretion....

CONCLUSION

The claimant in this case was discharged after the employer discovered the claimant had falsified his driving log. The claimant held that his entry was an estimate of the time it would take him to complete his route.

The employer does have the right to set the parameters of the work. Furthermore, insubordination—that is, refusal to obey a reasonable request of the employer—does constitute misconduct. On the other hand, if just cause can be shown for refusing the request, then misconduct may be converted to a nondisqualifying separation. Vaara, Com. Dec. 85H-UI-184, September 9, 1985

It is the prerogative of the employer to make those work assignments the employer feels best befits the work needed to be done.

Shelton, Com. Dec. 86H-UI-310, October 31, 1986. It is the employer's right to establish the methods and quality of work. Stevens, Com. Dec. 84H-UI-324, February 22, 1985.

We have also previously held that even a single instance of insubordination may constitute misconduct if serious enough. Cantrell, Com. Dec. No. 9225160, June 30, 1992.

The employer established that the claimant was aware of the requirement to complete the daily driving log. The claimant estimated the time he entered on his log and did not correct it when the work took longer than planned. The claimant's holding that the employer's client could get the actual data regarding his work by checking the GPS unit on the delivery truck is not reasonable. The employer has established that the claimant's actions which led to his discharge were a willful disregard of the employer's interests.

The Tribunal concludes the claimant in this case was discharged for work related misconduct. The penalties of AS 23.20.379 are appropriate in this case.

DECISION

The determination issued on November 26, 2024 is **AFFIRMED**. Benefits remain **DENIED** for the weeks ending November 9, 2024 through December 14, 2024. The three weeks remain reduced from the claimant's maximum benefits. The claimant may not be eligible for extended benefits under AS 23.20.406-409.

APPEAL RIGHTS

This decision is final unless an appeal is filed in writing to the Commissioner of Labor and Workforce Development **within 30 days** after the decision is mailed to each party. The appeal period may be extended only if the appeal is delayed for circumstances beyond the party's control. A statement of rights and procedures is enclosed.

Dated and mailed on January 30, 2025.



Rhonda Buness, Appeals Officer