



APPEAL TRIBUNAL DECISION

Docket number: 25 0405 **Hearing date:** July 3, 2025

CLAIMANT:

CHRIS CARTER
[REDACTED]

EMPLOYER:

ASRC ENERGY SERVICES O&M INC
[REDACTED]

CLAIMANT APPEARANCES:

CHRIS CARTER

EMPLOYER APPEARANCES:

NONE

CASE HISTORY

The claimant timely appealed a determination issued on May 27, 2025, that 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 working for the employer on June 8, 2023. He last worked on April 3, 2025, as a chemical operator on the North Slope working a rotational schedule.

The claimant missed a flight in February 2024, due to issues with housing, and he notified the employer timely. The claimant's supervisor explained the employer's policy regarding missing flights. The policy stated that missing a flight is the equivalent to missing work. There are usually two flights each day, and if an employee misses the first flight they can go on the second flight if they contact the employer within two hours of the first flight's departure. However, the employee still receives a warning for missing the flight. If they receive three warnings in a two-year period they are placed on probation where they can be terminated for any policy violation.

The claimant missed a second flight in February 2025, due to oversleeping and received another warning. On April 16, 2025, the claimant left his residence in Homer, Alaska and traveled to Anchorage to begin his next rotation, which started the next day. He checked into a hotel room and had to present his identification (ID). The claimant believed he placed his ID back into his backpack but unknowingly dropped it in his hotel room. The next day, the claimant attempted to board his flight but could not find his ID. He returned to

his hotel and recovered the ID, but it was too late for the claimant to get to the airport and through security to board the flight. The claimant immediately notified his supervisor.

The second flight was cancelled due to wind conditions, and the claimant's supervisor told him to wait for further instruction. The claimant waited about a week before a human resources representative told him he was discharged due to missing the flight.

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

"When a worker has been discharged, the burden of persuasion rests upon the employer to establish that the worker was discharged for misconduct in connection with the work. In order to bear out that burden, it is necessary that the employer bring forth evidence of a sufficient quantity and quality to establish that misconduct was involved." Rednal, Comm'r Dec. 86H-UI-213, 8/25/86.

“The meaning of the term misconduct is limited to conduct evincing such willful disregard of an employer's interests as is found in deliberate violations or disregard of standards of behavior which the employer has a right to expect of his employee, or in carelessness or negligence of such degree or 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 his 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. Boynton Cab Co. v. Neubeck, 237 Wis. 249, 296 N.W. 636 (1041) from Lynch, Comm'r Rev. No. 82H-UI-051, March 31, 1982.

The employer did not participate in the hearing to provide information regarding the claimant's discharge. There was nothing to explain why the claimant was discharged rather than being placed on probation, which was the employer's standard policy. Furthermore, there was nothing to establish the claimant's actions were so egregious as to require immediate termination. Therefore, the claimant was discharged for reasons other than misconduct.

DECISION

The determination issued on May 27, 2025, is **REVERSED**. Benefits are **ALLOWED** for the weeks ending April 26, 2025, through May 31, 2025, if otherwise eligible. The three weeks are restored to the claimant's maximum benefits. The determination will not interfere with the claimant's eligibility 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 July 11, 2025.



Justin Karaffa, Appeals Officer