State of Oregon
Employment Appeals Board
875 Union St. N.E.
Salem, OR 97311

EMPLOYMENT APPEALS BOARD DECISION
2025-EAB-0548

Affirmed
Disqualification

PROCEDURAL HISTORY: On April 4, 2025, the Oregon Employment Department (the Department) served notice of an administrative decision concluding that claimant quit working for the employer without good cause and was disqualified from receiving benefits from February 23, 2025 to March 1, 2025 (decision # L0010127153). Claimant filed a timely request for hearing. On May 8, 2025, ALJ Honea conducted a hearing, and on May 21, 2025 issued Order No. 25-UI-292928, modifying decision # L0010127153 by concluding that claimant quit work without good cause and was disqualified from receiving benefits effective February 23, 2025 and until requalified. On June 9, 2025, claimant filed an application for review of Order No. 25-UI-292928 with the Employment Appeals Board (EAB). On July 25, 2025, EAB issued 2025-EAB-0352, setting aside Order No. 25-UI-292928 and remanding the matter for further development of the record. On August 12 and 27, 2025, ALJ Honea conducted a hearing, and on September 15, 2025 issued Order No. 25-UI-303818, modifying decision # L0010127153 by concluding that claimant quit work without good cause, disqualifying claimant from receiving benefits effective March 2, 2025[1] and until requalified. On September 22, 2025, claimant filed an application for review of Order No. 25-UI-303818 with EAB.

WRITTEN ARGUMENT: Claimant's argument contained information that was not part of the hearing record and did not show that factors or circumstances beyond claimant's reasonable control prevented him from offering the information during the hearing. Under ORS 657.275(2) and OAR 471-041-0090 (May 13, 2019), EAB considered only information received into evidence at the hearing. EAB considered any parts of claimant's argument that were based on the hearing record.

FINDINGS OF FACT: (1) The City of Eugene employed claimant at their regional airport, most recently as an airport operations duty officer, from February 12, 2019 until March 2, 2025. Claimant was a member of a union.

[1] Order No. 25-UI-303818, in its "Order" section, stated that claimant was disqualified from receiving benefits effective February 23, 2025. Order No. 25-UI-303818 at 7. This is considered to be a scrivener's error, however, because the order found that claimant quit work on March 2, 2025. Order No 25-UI-303818 at 3. The order is construed as having intended to state that the effective date of claimant's disqualification was March 2, 2025, as that date was the Sunday of that week.

(2) The employer prohibited insubordination and expected employees to complete job duties as assigned and to be honest and truthful in the workplace and during investigations. Claimant understood these expectations.

(3) In 2017, Congress enacted a law requiring aviation workers at airports to be screened for weapons and incendiary devices in a manner similar to how airline passengers are screened at airport security checkpoints. Initially, Transportation Security Administration (TSA) agents performed aviation worker screenings at the employer's airport. In 2024, TSA transferred the aviation worker screening responsibilities to the airport itself, and airport operations duty officers like claimant were assigned the task.

(4) On March 11, 2024, the employer provided claimant and the other duty officers with a letter of expectation. In the letter, the employer conveyed that they expected duty officers to promptly communicate "findings and actions taken" regarding airport security matters to claimant's supervisor and the assistant airport director. May 8, 2025 Transcript at 20; Exhibit 2 at 12.

(5) Claimant grew concerned about conducting the aviation worker screenings. Claimant was dissatisfied that duty officers were not provided self-defense training, and were not allowed to carry a firearm or other self-defense item, or provided with bulletproof or stab proof vests. Claimant thought the screening training explained only how to conduct the screening itself, but did not explain what claimant was supposed to do if he found a prohibited item, and what he was supposed to do with the person who brought the item in. Claimant also worried about exposure to lawsuits from the workers he screened.

(6) The aviation workers subject to the screenings were badged, meaning they had passed background checks, received training on prohibited items, and were authorized to access sensitive areas of the airport. When aviation worker screening was conducted by TSA, prohibited items were found very infrequently. After duty officers took over the task, small, prohibited items, like knives, were occasionally found and such items were either confiscated or the worker was allowed to take the item to their car. Duty officers used wands and stanchions to perform the screenings, and claimant had helped train other duty officers on use of this equipment. The employer indemnified claimant and other duty officers against liability arising in the course of their job duties.

(7) Claimant was also responsible for vehicle inspections at the airport. These inspections typically were of freight or vendor trucks. Conducting the inspections had been part of claimant's job duties since his promotion to duty officer in August 2022. Around the time the aviation worker screenings transitioned to duty officers, claimant also began to develop safety concerns about conducting vehicle inspections. Claimant's concerns were mainly based on firearms being discovered during inspections. Claimant also did not like the fact that he was required to conduct the inspections alone while the driver was watching.

(8) In the four months preceding his work separation, claimant discovered a firearm while conducting an inspection on three occasions. The drivers on each of these occasions were over the road drivers, who possessed their firearms for personal protection because they typically slept in their trucks. Each driver acknowledged having a firearm when asked, was cooperative, and posed no threat to claimant. Claimant did not file a security violation report regarding any of the firearms because they were not deemed to be a security threat, although he did notify management and police about the firearms. Claimant also had a

dedicated phone shared with the other duty officers and a direct dial phone number to call the police during a vehicle search, if necessary. Claimant had previously served on the airport's safety committee, but he never raised any of his concerns about aviation worker screenings or vehicle inspections with the committee.

(9) The aviation worker screening responsibilities were to transition to duty officers on September 25, 2024. Prior to that date, TSA reviewed and approved the employer's screening procedures. Exhibit 2 at 6. In the months leading up to the transition, claimant made his supervisor aware of his objections to performing aviation worker screenings based on his safety concerns. The supervisor was not receptive to claimant's objections.

(10) On September 25, 2024, the first day the aviation worker screening transitioned to duty officers, one of claimant's coworker's screened an aviation worker, with claimant observing. During the screening, claimant believed the worker unzipped his pants, pulled the bottom of his t-shirt through the open zipper, and asked "if this is what [claimant and the coworker] were looking for." May 8, 2025 Transcript at 10. Claimant viewed this incident as sexual harassment, but did not immediately inform his supervisor of it. September 25, 2024, was the last day claimant worked that week. The next week, claimant underwent unrelated training in Portland, Oregon and therefore did not conduct any aviation worker screenings. On October 6, 2024, claimant began his work week at the airport.

(11) On October 6, 2024, claimant was assigned to do an aviation worker screening. Claimant did not perform the screening, but instead "deviated" from doing it. August 12, 2025 Transcript at 23. Claimant wrote in the employer's logs that his need to deviate was based on "safety concerns." August 12, 2025 Transcript at 23. Deviations were permitted only if an unexpected issue arose at the time of the screening and interfered with conducting it, or a duty officer's supervisor otherwise approved the reason for deviating. That day, claimant emailed the assistant airport director advising that he had deviated from the screening. Exhibit 2 at 2. The assistant airport director then called claimant, and claimant told her that the police should do vehicle inspections due to safety concerns. Exhibit 2 at 2.

(12) On the afternoon of October 6, 2024, claimant sent an email to his supervisor, the assistant airport director, the airport director, the city manager, the union president, and all the other duty officers. In the email, claimant stated that the employer "need[ed] to immediately cease" aviation worker screenings and vehicle inspections. Exhibit 1 at 1. Claimant listed his safety and liability concerns regarding the screenings and inspections. Claimant ended the email stating, "I'm more than happy to perform all duties as assigned when, I have been properly trained and employee safety has been taken into account." Exhibit 1 at 2.

(13) On October 7, 2024 at about 6:10 a.m., a bread truck arrived for an inspection, and claimant was assigned to inspect it. The truck had delivered to the airport frequently in the years that claimant had been doing inspections, and claimant was familiar with its regular driver, whose name was Nico. Claimant knew that Nico kept a small reusable bag in the truck to use as a trash bag, and claimant looked through this bag during inspections. On this occasion, the truck was driven by a different person, whom claimant had inspected before, but did not recognize. The driver called claimant to request an inspection, and during their conversation, mentioned that he had "a bunch of Nico's empty C4s[,]" a joking reference to the energy drink of that name. August 12, 2025 Transcript at 18.

(14) Claimant "hoped" that the comment was a joke, but considered it a "suspicious statement." August 12, 2025 Transcript at 17-18. Claimant called the police and requested an officer be present. When he called, claimant did not tell the police that the driver had mentioned having "empty C4s," but stated only that the driver had made some suspicious comments. An officer arrived, and claimant completed the inspection in about two and a half minutes, without incident, and noted that the truck's trash bag was full of empty C4 beverage cans.

(15) Claimant did not notify his supervisor or the assistant airport director that day of the driver's "empty C4s" comment. The driver's comment was not why claimant requested the police officer. Rather, claimant requested the officer to show his insistence that vehicle inspections, in his opinion, were unsafe and should be performed by the police. Later on October 7, 2024, claimant was assigned to perform another vehicle inspection, which was ultimately performed by claimant's supervisor. Claimant believed his supervisor and assistant airport director gave him permission to decline to perform this inspection. Claimant's supervisor believed that claimant refused to perform this inspection.

(16) The employer informed claimant that a meeting was scheduled for the next day, October 8, 2024, to investigate, among other things, whether claimant had been insubordinate by deviating from the aviation worker screening. On the morning of October 8, 2024, claimant reported to his supervisor the alleged sexual harassment incident from September 25, 2024 for the first time.

(17) Investigatory meetings were held on October 8 and 21, 2024, in which the employer investigated claimant's conduct as well as the merits of his assertion that he was sexually harassed on September 25, 2024. A due process meeting was held in November 2024, with claimant emailing the employer a response. Claimant and his union representative were present for those meetings along with claimant's supervisor and the assistant director, among others. On December 10, 2024, the employer gave claimant a disciplinary memorandum that found that claimant had been insubordinate in failing to do the October 6, 2024 screening and the second vehicle inspection on October 7, 2024; that he had been dishonest in asserting that the assistant airport director gave him permission to not do the second inspection; and that he had been dishonest in asserting that he had been sexually harassed during the September 25, 2024 incident. Exhibit 2 at 4-7. As discipline for these, the memorandum ordered claimant to serve 40 hours of unpaid suspension.

(18) Claimant filed a union grievance against the suspension and, on January 13, 2025, the employer held an informal resolution meeting with him. During the meeting, claimant stated that the reason he called the officer during the bread truck inspection on October 7, 2024 was that the driver had made the "empty C4s" comment. The employer then held an investigatory meeting with claimant on January 21, 2025. During the investigation, the employer interviewed the officer who had been present on October 7, 2024. The officer stated that when claimant called for assistance, he did not mention any comment made by the driver, but said that he wanted an officer present because it was dark outside and a gun had been found during an inspection the week before. Exhibit 2 at 10.

(19) The employer issued claimant a second disciplinary memorandum on February 11, 2025. In it, the employer concluded that claimant's assertion that he requested the officer's presence because of the "empty C4s" comment was not credible, that claimant's two and a half minute-long inspection of the bread truck was not in compliance with inspection procedures, and that claimant had failed to communicate to his supervisor and the assistant director on October 7, 2024 that he summoned the

officer because of the driver's comment. Exhibit 2 at 11-13. The employer determined that this conduct violated workplace policies prohibiting insubordination, performance of less than required duties, and dishonesty. The employer determined that failing to inform the supervisor and assistant director of the comment on the day it was made also violated the expectation contained in the March 11, 2024 letter that claimant would promptly communicate "findings and actions taken" regarding airport security matters to the two supervisors. The February 11, 2025 memorandum proposed terminating claimant's employment as a result of these findings.

(20) On February 25, 2025, in lieu of providing a response to the February 11, 2025 disciplinary memorandum, claimant sent the employer an email advising of his intent to resign effective March 2, 2025. Claimant's letter cited his "ongoing safety concerns" as his reason for deciding to resign. May 8, 2025 Transcript at 15. Another reason claimant decided to resign was that he reasoned that the employer would inevitably discharge him, and he wished to avoid the harm to his future job prospects that could result from being discharged.

(21) On March 2, 2025, claimant quit working for the employer as planned. If claimant had not resigned, the employer would have discharged him as proposed in the February 11, 2025 disciplinary memorandum.

CONCLUSIONS AND REASONS: Claimant voluntarily left work without good cause.

A claimant who leaves work voluntarily is disqualified from the receipt of benefits unless they prove, by a preponderance of the evidence, that they had good cause for leaving work when they did. ORS 657.176(2)(c); *Young v. Employment Department*, 170 Or App 752, 13 P3d 1027 (2000). "Good cause . . . is such that a reasonable and prudent person of normal sensitivity, exercising ordinary common sense, would leave work." OAR 471-030-0038(4) (September 22, 2020). "[T]he reason must be of such gravity that the individual has no reasonable alternative but to leave work." OAR 471-030-0038(4). The standard is objective. *McDowell v. Employment Department*, 348 Or 605, 612, 236 P3d 722 (2010). A claimant who quits work must show that no reasonable and prudent person would have continued to work for their employer for an additional period of time.

Per OAR 471-030-0038(5)(b), leaving work without good cause includes:

> * * *
>
> (F) Resignation to avoid what would otherwise be a discharge for misconduct or potential discharge for misconduct;
> * * *

Quit due to safety concerns. The main reason claimant quit work was because of safety concerns relating to performing the aviation worker screenings and vehicle inspections. May 8, 2025 Transcript at 5, 15. Claimant quit work without good cause to the extent he quit for this reason.

Claimant did not prove that he faced a grave situation based on his safety concerns relating to the screenings and inspections. Claimant's concerns with the screenings were that he was not trained in self-defense, was not allowed to carry a firearm or provided with body armor, thought his training did not

explain what to do with a worker when a prohibited item was found, and because he worried about exposure to lawsuits from the workers he screened. However, claimant did not show that there was an objective need for self-defense training, weapons, or armor. The workers subject to the screenings did not pose a significant safety threat because they were badged, meaning they had passed background checks, received training on prohibited items, and were authorized to access sensitive areas of the airport. When aviation worker screening was conducted by TSA, prohibited items were found very infrequently. After duty officers took over the task, small, prohibited items, like knives, were occasionally found, and such items were either confiscated or the worker was allowed to take the item to their car. TSA reviewed and approved the employer's screening procedures before screenings were transitioned to duty officers, and if a major prohibited item was found, claimant had a dedicated phone shared with the other duty officers and a direct dial phone number to call the police. The employer also indemnified claimant and other duty officers against liability arising in the course of their job duties. Prior to his resignation, claimant was or should have been aware that the employer indemnified employees because the policy was mentioned in the December 10, 2024 disciplinary memorandum that was addressed to claimant and signed by him on that date. *See* Exhibit 2 at 3, 7.

Claimant's concerns with vehicle inspections were based on firearms having been discovered during inspections and the fact that he conducted the inspections alone with the driver watching. The inspections did not present claimant with a situation of such gravity that he had no reasonable alternative but to leave work when he did. Conducting the inspections had been part of claimant's job duties since his promotion to duty officer in August 2022. Claimant did not show that in the more than two years he conducted vehicle inspections, the discovery of firearms or the fact he performed inspections alone posed any objectively material threat to his safety. In the four months preceding his work separation, claimant discovered a firearm while conducting an inspection on only three occasions. The drivers on each of these occasions were over the road drivers, who kept their firearms for personal protection because they typically slept in their trucks. Each driver acknowledged having a firearm when asked, was cooperative, and posed no threat to claimant. Claimant did not file a security violation report regarding any of the firearms because they were not deemed to be a security threat. Claimant also had a dedicated phone shared with the other duty officers and a direct dial phone number to call the police during a vehicle search, if necessary.

Claimant did not prove that a reasonable and prudent person of normal sensitivity, exercising ordinary common sense, would leave work based on his concerns regarding the aviation worker screenings and vehicle inspections. Accordingly, claimant quit work without good cause to the extent he quit for this reason.

Quit to avoid discharge for misconduct. Another reason claimant quit was that he reasoned that the employer would inevitably discharge him, so he quit to avoid the harm to his future job prospects that would result from being discharged. *See* August 12, 2025 Transcript at 21-22. Relevant case law holds that a person may quit work with good cause where the impending discharge would not be for misconduct and other criteria are met. *See McDowell v. Employment Dep't.*, 348 Or 605, 236 P3d 722 (2010) (claimant had good cause to quit work to avoid being discharged, not for misconduct, when the discharge was imminent, inevitable, and would be the "kiss of death" to claimant's future job prospects). At hearing, the employer's witnesses agreed that the employer intended to discharge claimant. *See* May 8, 2025 Transcript at 17; August 27, 2025 Transcript at 34. However, the record shows that claimant's impending discharge would have been for misconduct. Therefore, claimant resigned to avoid what

would otherwise be a discharge for misconduct, and OAR 471-030-0038(5)(b)(F) controls. As such, claimant quit work without good cause to the extent he quit for this reason.

ORS 657.176(2)(a) requires a disqualification from unemployment insurance benefits if the employer discharged claimant for misconduct connected with work. "As used in ORS 657.176(2)(a) . . . a willful or wantonly negligent violation of the standards of behavior which an employer has the right to expect of an employee is misconduct. An act or series of actions that amount to a willful or wantonly negligent disregard of an employer's interest is misconduct." OAR 471-030-0038(3)(a). "'[W]antonly negligent' means indifference to the consequences of an act or series of actions, or a failure to act or a series of failures to act, where the individual acting or failing to act is conscious of his or her conduct and knew or should have known that his or her conduct would probably result in a violation of the standards of behavior which an employer has the right to expect of an employee." OAR 471-030-0038(1)(c). Isolated instances of poor judgment are not misconduct. OAR 471-030-0038(3)(b).

At hearing, claimant's supervisor testified that what led the employer to intend to discharge claimant was claimant's failure to report to his supervisors, "at the time it was allegedly . . . occurring," that he requested the police officer because of the driver's comment about "empty C4s." August 27, 2025 Transcript at 35, 39. The supervisor further testified that claimant "did not report [the comment] the day it occurred" and that the employer's policy required claimant to immediately inform the supervisor and assistant airport director of the comment so they could investigate. August 27, 2025 Transcript at 39-40. The February 11, 2025 disciplinary memorandum confirms and expands upon this reason for intending to discharge claimant. The memorandum concluded that claimant's contention that he requested the officer's presence because of the "empty C4s" comment was not credible, that claimant's two and a half minute-long inspection of the bread truck was not in compliance with inspection procedures, and that claimant had failed to communicate to his supervisor and the assistant director on October 7, 2024 that he summoned the officer because of the driver's comment. Exhibit 2 at 11, 12, 9, 13. The employer determined that this conduct violated workplace policies prohibiting insubordination, performance of less than required duties, and dishonesty; and that the failure to promptly report the driver's comment also violated the expectation to promptly communicate outlined in the March 11, 2024 letter. Exhibit 2 at 12.

Assessing the employer's reasons for intending to discharge claimant, the record establishes that claimant's failure to report the "empty C4s" comment on the day it occurred was at least a wantonly negligent violation of the employer's expectations. The March 11, 2024 letter put claimant on notice that the employer expected him to promptly "communicate findings and actions taken" regarding airport security matters to his supervisor and assistant airport director. Exhibit 2 at 12. Yet, claimant did not report the driver's comment to his supervisor or the assistant director on the day it occurred. Importantly, in the February 11, 2025 memorandum, the employer asserted that claimant mentioned the C4 comment to the supervisors for the first time during the January 13, 2025 meeting regarding claimant's grievance of his suspension. Exhibit 2 at 9. Claimant *did* contest that the January 2025 meeting was the first time he raised the C4 comment, testifying that that date was simply when his supervisors "heard [the] info for the first time," and offering testimony from his union representative that the representative recalled the comment coming up during one of the earlier meetings on either October 8 or 21, 2024. *See* May 8, 2025 Transcript at 32; August 27, 2025 Transcript at 13-14. However, nowhere in the voluminous record did claimant assert that he informed his supervisors about the "empty C4s" comment on the day the comment was made, October 7, 2024. Thus, the record shows

that claimant did not inform his supervisors of the driver's comment on that day it was made. Claimant knew or should have known he had a duty to promptly notify his supervisors of the comment, and failed to do so consciously and with indifference to the consequences.

Claimant's assertion that he requested the officer during the October 7, 2024 inspection because of the driver's comment was not credible, and therefore establishes that claimant violated the employer's prohibition on dishonesty with at least wanton negligence. At hearing, claimant testified that he stated during the January 13, 2025 meeting that the driver's comment was why he requested the officer. August 12, 2024 Transcript at 17, 18; *see also* Exhibit 2 at 9. Claimant testified that the driver told him that he had "a bunch of Nico's empty C4s[.]" August 12, 2025 Transcript at 18. Claimant testified that he regarded this as a "suspicious statement," which entitled him to request the presence of a police officer. August 12, 2025 Transcript at 16. More likely than not, however, the driver's comment was not the reason claimant asked the police officer to be present.

First, the statement was not objectively suspicious because it was a joke. C4 is the name of a popular energy drink, and claimant knew that the usual driver, Nico, kept a trash bag in the truck. The reference to "Nico's empty C4s" plainly meant empty beverage cans, likely discarded into the trash bag claimant knew was kept in the truck. It was evident that the driver was not referring to explosives. To interpret the driver to be saying he had empty canisters of explosives was not reasonable. Claimant acknowledged in his testimony the possibility that the driver's comment was a joke, referring to it as something he could "hope" to be the case but that he did not want to assume. May 28, 2025 Transcript at 34; August 12, 2025 Transcript at 17-18. If claimant had genuinely thought it was unclear whether the comment was a joke, he could have asked the driver to clarify what he meant. However, claimant did not do that, suggesting claimant understood the comment was a joke.

Second, claimant failed to inform the police or his supervisors about the specifics of the comment the driver made, which suggests that claimant did not think the comment was a threat that would warrant police presence. Claimant testified at hearing that when he called to request the officer, he did not tell the officer that the driver had made the comment regarding C4s, but instead told the officer merely that the driver had made "suspicious comments." August 12, 2025 Transcript at 34-35. The police officer's account, as relayed in the employer's February 11, 2025 disciplinary memorandum, was that claimant told the officer that he wanted a police officer present because it was dark outside and a gun had been found during an inspection the previous week. Exhibit 2 at 10. As discussed above, claimant did not report the driver's comment to his supervisors on the day it was made. This omission is significant, because, if he thought the comment was a true threat that warranted police presence, one would expect claimant to share specifics with his supervisors, given that he had been trying to convince the employer that vehicle inspections were unsafe. It does not follow logically that claimant would assess the driver's comment to be so threatening that requesting a police officer was necessary, yet not a sufficient threat to warrant immediately informing his supervisors that the comment had been made.

Third, claimant's request for an officer must be understood within the context of when it occurred. The inspection for which claimant requested an officer occurred first thing in the morning the day after claimant had emphatically stated his opposition to performing inspections and opined that they should be done by the police. On October 6, 2024, claimant sent an email to a broad group, including the airport director and city manager, inveighing against the aviation worker screenings and vehicle inspections, stating that they needed to immediately cease, and strongly implying that he would not perform them.

See Exhibit 1 at 1-2. Earlier that same day, claimant had deviated from a screening he was scheduled to do, and when the assistant director called claimant about the deviation, he stated that law enforcement should be performing vehicle inspections due to safety concerns. Exhibit 2 at 2.

When these points are considered in combination, the weight of the evidence favors the conclusion that the driver's comment was not why claimant requested the police officer. Rather, more likely than not, claimant requested the officer to show his insistence that vehicle inspections, in his opinion, were unsafe and should be performed by the police. Accordingly, by stating that he summoned the officer because of the driver's comment, claimant violated the employer's prohibition on dishonesty consciously and with indifference to the consequences, and therefore with wanton negligence.

Thus, multiple of the employer's reasons for intending to discharge claimant were wantonly negligent violations. These bases for the employer's intent to discharge claimant were not isolated instances of poor judgment, and therefore would not have been excused under the exculpatory provisions of OAR 471-030-0038(1)(d)(D).

To be isolated, an instance of poor judgment must be a single or infrequent occurrence rather than a repeated act or pattern of other willful or wantonly negligent behavior. OAR 471-030-0038(1)(d)(A). However, acts that violate the law, that are tantamount to unlawful conduct, or that create irreparable breaches of trust in the employment relationship or otherwise make a continued employment relationship impossible exceed mere poor judgment and do not fall within the exculpatory provisions of OAR 471-030-0038(3). OAR 471-030-0038(1)(d)(D).

Claimant's failure to inform his supervisors of the driver's comment on the day it occurred and dishonesty in asserting that the comment was why he requested a police officer for the inspection on October 7, 2024 were part of a pattern of willful or wantonly negligent behavior. Specifically, claimant refused to perform an aviation worker screening on October 6, 2024. In his testimony, claimant conceded that he "deviate[d]" from the aviation worker screening on October 6, 2024 and listed "safety concerns" in the employer's logs as his reason for doing so. August 12, 2025 Transcript at 23. Claimant's supervisor testified that deviations were permitted only if an unexpected issue arises at the time of the screening and interferes with conducting it or a duty officer's supervisor otherwise approves the reason for deviating. August 27, 2025 Transcript at 47.

Rather than an approved temporary departure from performing the screening, the record shows that claimant intended the October 6, 2024 deviation as a refusal to comply with performing screenings until his subjective safety concerns were addressed. This is so because later on October 6, 2024, claimant sent an email to a broad group including the airport director and city manager stating, among other things, that the employer "need[ed] to immediately cease" screenings and, "I'm more than happy to perform all duties as assigned when, I have been properly trained and employee safety has been taken into account." Exhibit 1 at 1-2. Further, in the months leading up to duty officers taking over the screenings from TSA, claimant had raised his safety objections to conducting screenings and his supervisor had not been receptive to them. Claimant therefore knew or should have known that his subjective safety concerns were not viewed by the employer as a legitimate basis to deviate from a screening, and that his supervisor would not approve the deviation based on claimant writing "safety concerns" in the logs. Accordingly, by refusing to conduct the screening on October 6, 2024, claimant knew or should have known that a violation of the employer's prohibition on insubordination would probably result. As

claimant acted consciously and with indifference to the consequences of his actions, claimant violated the employer's expectations with at least wanton negligence in refusing conduct the aviation worker screening on October 6, 2024. As such, claimant's policy violations that constituted the basis of the employer's intent to discharge claimant were a part of a pattern of willful or wantonly negligent behavior, and not an isolated instance of poor judgment.

For these reasons, had the employer discharged claimant as they intended, the conduct for which they intended to discharge claimant would have constituted misconduct. Claimant therefore resigned to avoid what would otherwise be a discharge for misconduct. Under OAR 471-030-0038(5)(b)(F), claimant quit without good cause to the extent he quit for this reason.

For the reasons discussed above, claimant quit work without good cause and is disqualified from receiving benefits effective March 2, 2025.

DECISION: Order No. 25-UI-303818 is affirmed.

D. Hettle and A. Steger-Bentz;
S. Serres, not participating.

DATE of Service: October 28, 2025

NOTE: You may appeal this decision by filing a Petition for Judicial Review with the Oregon Court of Appeals **within 30 days of the date of service stated above**. *See* ORS 657.282. For forms and information, visit https://www.courts.oregon.gov/courts/appellate/forms/Pages/appeal.aspx and choose the appropriate form under "File a Petition for Judicial Review." You may also contact the Court of Appeals by telephone at (503) 986-5555, by fax at (503) 986-5560, or by mail at 1163 State Street, Salem, Oregon 97301.

Please help us improve our service by completing an online customer service survey. To complete the survey, please go to https://www.surveygizmo.com/s3/5552642/EAB-Customer-Service-Survey. If you are unable to complete the survey online and wish to have a paper copy of the survey, please contact our office.

Understanding Your Employment Appeals Board Decision

English

Attention – This decision affects your unemployment benefits. If you do not understand this decision, contact the Employment Appeals Board immediately. If you do not agree with this decision, you may file a Petition for Judicial Review with the Oregon Court of Appeals following the instructions written at the end of the decision.

Simplified Chinese

注意 – 本判决会影响您的失业救济金。 如果您不明白本判决， 请立即联系就业上诉委员会。 如果您不同意此判决，您可以按照该判决结尾所写的说明，向俄勒冈州上诉法院提出司法复审申请。

Traditional Chinese

注意 – 本判決會影響您的失業救濟金。 如果您不明白本判決， 請立即聯繫就業上訴委員會。 如果您不同意此判決，您可以按照該判決結尾所寫的說明， 向俄勒岡州上訴法院提出司法複審申請。

Tagalog

Paalala – Nakakaapekto ang desisyong ito sa iyong mga benepisyo sa pagkawala ng trabaho. Kung hindi mo naiintindihan ang desisyong ito, makipag-ugnayan kaagad sa Lupon ng mga Apela sa Trabaho (Employment Appeals Board). Kung hindi ka sumasang-ayon sa desisyong ito, maaari kang maghain ng isang Petisyon sa Pagsusuri ng Hukuman (Petition for Judicial Review) sa Hukuman sa Paghahabol (Court of Appeals) ng Oregon na sinusunod ang mga tagubilin na nakasulat sa dulo ng desisyon.

Vietnamese

Chú ý - Quyết định này ảnh hưởng đến trợ cấp thất nghiệp của quý vị. Nếu quý vị không hiểu quyết định này, hãy liên lạc với Ban Kháng Cáo Việc Làm ngay lập tức. Nếu quý vị không đồng ý với quyết định này, quý vị có thể nộp Đơn Xin Tái Xét Tư Pháp với Tòa Kháng Cáo Oregon theo các hướng dẫn được viết ra ở cuối quyết định này.

Spanish

Atención – Esta decisión afecta sus beneficios de desempleo. Si no entiende esta decisión, comuníquese inmediatamente con la Junta de Apelaciones de Empleo. Si no está de acuerdo con esta decisión, puede presentar una Aplicación de Revisión Judicial ante el Tribunal de Apelaciones de Oregon siguiendo las instrucciones escritas al final de la decisión.

Russian

Внимание – Данное решение влияет на ваше пособие по безработице. Если решение Вам непонятно – немедленно обратитесь в Апелляционный Комитет по Трудоустройству. Если Вы не согласны с принятым решением, вы можете подать Ходатайство о Пересмотре Судебного Решения в Апелляционный Суд штата Орегон, следуя инструкциям, описанным в конце решения.

Khmer

ចំណុចសំខាន់ – សេចក្តីសម្រេចនេះមានផលប៉ះពាល់ដល់អត្ថប្រយោជន៍គ្មានការងារធ្វើរបស់លោកអ្នក។ ប្រសិនបើលោកអ្នកមិនយល់អំពីសេចក្តីសម្រេចនេះ សូមទាក់ទងគណៈកម្មការឧទ្ធរណ៍ការងារភ្លាមៗ។ ប្រសិនបើលោកអ្នកមិនយល់ស្របចំពោះសេចក្តីសម្រេចនេះទេ លោកអ្នកអាចដាក់ពាក្យប្តឹងសុំឲ្យមានការពិនិត្យរឿងក្តីឡើងវិញជាមួយតុលាការឧទ្ធរណ៍រដ្ឋ Oregon ដោយអនុវត្តតាមសេចក្តីណែនាំដែលសរសេរនៅខាងចុងបញ្ចប់នៃសេចក្តីសម្រេចនេះ។

Laotian

ເອົາໃຈໃສ່ – ຄຳຕັດສິນນີ້ມີຜົນກະທົບຕໍ່ກັບເງິນຊ່ວຍເຫຼືອການຫວ່າງງານຂອງທ່ານ. ຖ້າທ່ານບໍ່ເຂົ້າໃຈຄຳຕັດສິນນີ້, ກະລຸນາຕິດຕໍ່ຫາຄະນະກຳມະການອຸທອນການຈ້າງງານໃນທັນທີ. ຖ້າທ່ານບໍ່ເຫັນດີນຳຄຳຕັດສິນນີ້, ທ່ານສາມາດຍື່ນຄຳຮ້ອງຂໍການທົບທວນຄຳຕັດສິນນຳສານອຸທອນລັດ Oregon ໄດ້ ໂດຍປະຕິບັດຕາມຄຳແນະນຳທີ່ບອກໄວ້ຢູ່ຕອນທ້າຍຂອງຄຳຕັດສິນນີ້.

Arabic

هذا القرار قد يؤثر على منحة البطالة الخاصة بك، إذا لم تفهم هذا القرار، إتصل بمجلس منازعات العمل فورا، و إذا كنت لا توافق على هذا القرار، يمكنك رفع شكوى للمراجعة القانونية بمحكمة الإستئناف بأوريغون و ذلك بإتباع الإرشادات المدرجة أسفل القرار.

Farsi

توجه - این حکم بر مزایای بیکاری شما تاثیر می گذارد. اگر با این تصمیم موافق نیستید، بلافاصله با هیأت فرجام خواهی استخدام تماس بگیرید. اگر از این حکم رضایت ندارید، می‌توانید با استفاده از دستورالعمل موجود در پایان آن، از دادگاه تجدید نظر اورگان درخواست تجدید نظر کنید.

Employment Appeals Board - 875 Union Street NE | Salem, OR 97311
Phone: (503) 378-2077 | 1-800-734-6949 | Fax: (503) 378-2129 | TDD: 711
Email: *appealsboard@employ.oregon.gov*
Website: *www.Oregon.gov/employ/pages/employment-appeals-board.aspx*