

EMPLOYMENT APPEALS BOARD DECISION
2026-EAB-0116

Affirmed
No Disqualification

PROCEDURAL HISTORY: On October 20, 2025, the Oregon Employment Department (the Department) served notice of an administrative decision concluding that claimant was discharged, but not for misconduct, and was not disqualified from receiving unemployment insurance benefits based on the work separation (decision # L0013546768). The employer filed a timely request for hearing. On January 13, 2026, ALJ Micheletti conducted a hearing, and on January 21, 2026 issued Order No. 26-UI-317617, affirming decision # L0013546768. On February 4, 2026, the employer filed an application for review with the Employment Appeals Board (EAB).

WRITTEN ARGUMENT: EAB did not consider claimant's argument because it was not received by EAB within the time allowed under OAR 471-041-0080(1) (May 13, 2019). OAR 471-041-0080(2)(b). EAB considered the employer's argument in reaching this decision.

FINDINGS OF FACT: (1) St. Charles Health System Inc. employed claimant as a senior vice president chief information officer from February 26, 2024 until September 17, 2025.

(2) The employer received numerous anonymous complaints regarding claimant's performance over the course of his employment. These complaints led to investigations of claimant's conduct and formal warnings, including a "Final Written Counseling" issued on April 3, 2025. Exhibit 1 at 2. The performance issues cited in this warning did not directly involve any policy or expectation later cited as reason for claimant's discharge on September 17, 2025.

(3) The employer gave claimant a directive to ensure that a subordinate employee who had been working remotely from another state relocate to Oregon and perform their work in-state by May 1, 2025. An extension of this deadline was requested, and the employer's chief human resources officer granted, in writing, an extension of the deadline to June 15, 2025. The employee secured housing in Oregon by June 1, 2025 and was residing in-state by June 15, 2025.

(4) The employer had established procedures for contracting with vendors that involved using a software system that solicited approvals from various employees and departments within the organization for each contract before the contract was cleared for execution. Claimant understood that the employer expected contracts to be executed only through this process. On August 1, 2024, the employer entered a one-year contract with a recruiting firm, Elevate X, at claimant's request. On August 1, 2025, claimant executed a three-year extension of the contract on behalf of the employer. Claimant believed that all necessary approvals for the extension were obtained through the employer's standard process, including from the chief human resources officer.

(5) The employer expected that claimant would obtain prior written approval from his supervisor to attend and speak at industry conferences. Claimant understood this expectation. By early August 2025, claimant had made plans to attend and speak at two conferences, one in late September 2025 and the other in October 2025. Claimant intended to seek approval from his supervisor to participate in these conferences when claimant returned from a period of vacation leave that was scheduled to last from August 10 to 30, 2025. Claimant believed that securing approval at that point in the process complied with the employer's expectations. Claimant was unexpectedly placed on administrative leave from August 25, 2025 through his September 17, 2025 discharge, and therefore did not ultimately seek or obtain his supervisor's approval to attend the conferences, which were ultimately held after the work separation.

(6) Following the April 3, 2025 warning, the employer continued to receive anonymous complaints about claimant for various reasons, and on August 25, 2025, claimant was placed on paid administrative leave while the latest complaints were investigated. On September 17, 2025, claimant was discharged at the conclusion of this investigation.

(7) The employer provided claimant a written notice of termination, citing three "example[s]" of how they believed he had violated "both the spirit of the [final warning] and certain specific expectations of the [final warning]." Exhibit 1 at 8. These were that claimant "continued to attend and speak at industry conferences. . . without the prior written approval of. . . [claimant's] direct supervisor," citing the late September and October 2025 conferences specifically; that claimant "entered into a contract with a third party for recruitment services without approval of the Chief Human Resources Officer who expressly declined to authorize the contract"; and that claimant "failed to ensure that [a subordinate employee] relocated to Oregon no later than May 1, 2025." Exhibit 1 at 8.

CONCLUSIONS AND REASONS: Claimant was discharged, but not for misconduct.

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) (September 22, 2020). “[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). In a discharge case, the employer has the burden to establish misconduct by a preponderance of evidence. *Babcock v. Employment Division*, 25 Or App 661, 550 P2d 1233 (1976).

The employer discharged claimant based on their belief that he “continued to attend and speak at” two upcoming conferences without prior approval, entered into a contract extension in August 2025 with Elevate X without obtaining a necessary approval, and failed to ensure that a subordinate employee had relocated to Oregon by May 1, 2025. The employer did not call any witnesses at hearing or cross-examine claimant, and therefore relied on the assertions in the termination notice as evidence that he was discharged for misconduct.

The employer reasonably expected claimant to obtain his supervisor’s prior approval prior to attending and speaking at conferences. Claimant understood this expectation. Claimant testified that he planned to attend the two conferences cited in the termination notice, which had not taken place by the time he was discharged, subject to his supervisor’s approval which he would attempt to obtain upon claimant’s return from vacation in late August 2025. Transcript at 15:10, 16:10. Claimant ultimately did not seek or obtain approval, or attend the conferences, because he was placed on administrative leave before returning from vacation and did not return to work prior to his September 17, 2025 discharge. The employer did not rebut this testimony or explain why claimant’s plan to seek approval prior to the conferences taking place did not comport with their expectation. Therefore, the employer did not show by a preponderance of the evidence that claimant willfully or with wanton negligence violated this expectation.

The employer also reasonably expected claimant to go through the customary approval process for contracting with vendors. Claimant understood this expectation. The termination notice asserted that claimant executed a contract extension, which claimant explained at hearing involved Elevate X, “without approval of the chief human resources officer who expressly declined to authorize that contract.” Exhibit 1 at 8. The termination notice did not provide further details of the procedure claimant was expected to follow. Claimant rebutted the employer’s assertion of wrongdoing, testifying that he followed the employer’s procedures as he understood them, which involved use of a software program that solicited necessary approvals, including from “the head of HR”; and, after securing the approval of the employer’s legal department, sent the contract to claimant to sign. Audio Record at 23:25, 24:04. In weighing claimant’s testimony against the employer’s written hearsay assertion, the employer has not shown by a preponderance of the evidence that claimant willfully or with wanton negligence failed to follow the employer’s policy for contracting with vendors.

The employer additionally expected their employees to follow reasonable directives, and claimant understood that this included a directive to ensure that a subordinate employee relocated to Oregon by a specified deadline. The termination notice asserted that the deadline was May 1, 2025, and that claimant and the employee failed to meet it. Claimant testified that while the original deadline was May 1, 2025, the chief human resources officer extended it to June 15, 2025, in writing, and that the employee met that deadline. Audio Record at 20:24. In weighing claimant’s testimony against the employer’s written hearsay assertion, the employer has not shown by a preponderance of the evidence that the deadline was

not extended, or that claimant failed to accomplish the directive by the extended deadline. Accordingly, the employer did not meet their burden to show that any of the three reasons provided for his discharge amounted to misconduct.

For these reasons, claimant was discharged, but not for misconduct, and is not disqualified from receiving unemployment insurance benefits based on the work separation.

DECISION: Order No. 26-UI-317617 is affirmed.

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

DATE of Service: March 23, 2026

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.

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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。

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 ໄດ້ໂດຍປະຕິບັດຕາມຄໍາແນະນຳທີ່ບອກໄວ້ຢູ່ຕອນທ້າຍຂອງຄໍາຕັດສິນນີ້.

Arabic

هذا القرار قد يؤثر على منحة البطالة الخاصة بك، إذا لم تفهم هذا القرار، إتصل بمجلس منازعات العمل فوراً، و إذا كنت لا توافق على هذا القرار، يمكنك رفع شكوى للمراجعة القانونية محكمة الاستئناف 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 دستور العمل موجود در پایان آن، از دادگاه تجدید نظر اورگان درخواست تجدید نظر کنید.

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