

**EMPLOYMENT APPEALS BOARD DECISION**  
**2026-EAB-0239**

*Affirmed*  
*No Disqualification*

*Confirmada*  
*No Descalificación de Beneficios*

***Este documento incluye información importante que no ha sido traducida al español. Llame a la Junta de Apelaciones de Empleo (EAB) al 503-378-2077 para obtener servicios de traducción gratuitos.<sup>1</sup>***

**PROCEDURAL HISTORY:** On January 8, 2026, the Oregon Employment Department (the Department) served notice of an administrative decision concluding that the employer discharged claimant for misconduct and claimant therefore was disqualified from receiving unemployment insurance benefits effective November 30, 2025 (decision # L0015122606). Claimant filed a timely request for hearing. On February 25, 2026, ALJ Murdock conducted a hearing interpreted in Spanish, and on March 5, 2026, issued Order No. 26-UI-322453, reversing decision # L0015122606 by concluding that claimant was discharged, but not for misconduct, and claimant therefore was not disqualified from receiving benefits based on the work separation. On March 11, 2026, the employer filed an application for review with the Employment Appeals Board (EAB).

**ANTECEDENTES PROCESALES:** El 8 de enero de 2026, el Departamento de Empleo de Oregon (el Departamento) notificó una decisión administrativa en la que se concluía que el empleador había despedido a la reclamante por mala conducta y, por lo tanto, la reclamante estaba descalificada para recibir beneficios de seguro de desempleo a partir del 30 de noviembre de 2025 (decisión # L0015122606). La reclamante presentó una solicitud de audiencia oportuna. El 25 de febrero de 2026, la Jueza de Derecho Administrativo (ALJ) Murdock llevó a cabo una audiencia con interpretación al español, y el 5 de marzo de 2026 emitió la Orden No. 26-UI-322453, revocando la decisión # L0015122606 al concluir que la reclamante fue despedida, pero no por mala conducta, y, por lo tanto,

<sup>1</sup> This document includes important information that has not been translated into Spanish. Please call the Employment Appeals Board (EAB) at 503-378-2077 to obtain free translation services.

*la reclamante no estaba descalificada para recibir beneficios con base en la separación laboral. El 11 de marzo de 2026, el empleador presentó una solicitud de revisión ante la Junta de Apelaciones de Empleo (EAB).*

**FINDINGS OF FACTS:** (1) Everbloom Memory Care employed claimant at their assisted living facility from August 1, 2025 until December 2, 2025.<sup>2</sup> Claimant worked primarily as a kitchen worker, although the employer also regarded her as a caregiver and a “universal worker.” Transcript at 5.

(2) The employer expected employees to complete multiple trainings required by the State for individuals who work in assisted living facilities. The employer also expected employees to refrain from shouting at or arguing with the employer’s administrator when reminded about the need to complete the trainings.

(3) The State-required trainings were completed online. Time spent completing the trainings was paid time. The employer allowed employees to clock-in and complete the trainings at the facility, or do them at home.

(4) On December 2, 2025, the employer’s administrator texted claimant to come to her office so that she could provide claimant with a checklist of required trainings that claimant needed to complete. That day, the two met, and the administrator provided a breakdown of the trainings that needed to be completed.

(5) Claimant was willing to complete any required trainings. However, in the meeting, because of general confusion perhaps contributed to by the fact that the conversation took place in English and claimant primarily spoke Spanish, claimant formed the misunderstanding that the employer would not pay her for the time she spent doing the required trainings. Claimant understood that she could take the trainings at the facility on the employer’s office computer but incorrectly thought that the employer would not pay her for her time spent doing so. Claimant also felt that the administrator had failed to previously provide notice that claimant had trainings that she had not completed.<sup>3</sup>

(6) In the meeting, claimant, operating under the misunderstanding that training time was unpaid and feeling that she had not been notified previously about the trainings that needed to be done, asked the administrator why the employer would not pay for the time spent doing the trainings and why the administrator had not previously notified her of the trainings. When claimant asked these questions, the administrator “got mad.” Transcript at 17. The administrator then addressed claimant in an angry, raised voice, and frequently interrupted her. Claimant, never disabused of her mistaken belief that she would not be paid for the trainings, told the administrator that she would do the trainings, “even if [she] was not paid for [them], and that [she] would do [them] at home.” Transcript at 21. The meeting then ended and claimant “left of [her] own accord.” Transcript at 21. During the meeting, claimant did not argue and did not raise her voice.

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<sup>2</sup> Claimant was originally hired to work at the assisted living facility on June 25, 2025, when a predecessor company owned it. When the employer bought the facility from that company on August 1, 2025, they continued employing claimant.

<sup>3</sup> At hearing, the administrator testified that she sent claimant a reminder email about the trainings in August 2025, gave claimant a folder with the items that needed to be done shortly thereafter, and then sent another reminder email in October 2025. Transcript at 5-6, 7. Claimant testified that she did not receive any information about needing to complete trainings prior to the December 2, 2025 meeting. Transcript at 17.

(7) However, the administrator interpreted claimant as having stated during the meeting that she was refusing to do any additional trainings. The administrator believed that claimant argued with her about what the trainings were, stated that she would not complete any additional trainings because she knew how to do her job, shouted at the administrator, and had to be asked to leave the employer's facility.

(8) Based on the administrator's interpretation of the events of the meeting, the employer considered claimant to have refused to complete the required trainings. Later that day, the employer's owner sent claimant a text message discharging her effective that day, noting that claimant had been perceived as having refused to complete the trainings, and as having shouted at and argued with the administrator about the need to complete the trainings.

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

**CONCLUSIONES Y RAZONES:** *La reclamante fue despedida, pero no por mala conducta.*

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 failed to meet their burden to prove that claimant, willfully or with wanton negligence, violated their policy by refusing to complete the required trainings, or by arguing with or shouting at the administrator. The parties offered accounts of the events of the December 2, 2025 meeting that differed significantly. Because those two accounts are in equal balance and the employer has the burden of proof, this decision accepts claimant's account. When the events of December 2, 2025 are viewed in that light, the result is that the employer failed to prove that they discharged claimant for misconduct.

At hearing, the employer's witness, the administrator, testified that during the December 2, 2025 meeting, claimant "told [her] that she has done all of her training and refused to do any additional training." Transcript at 7. The administrator stated that claimant said that "she knew how to do her job" and became "very argumentative" and shouted at the administrator. Transcript at 8. The administrator testified that claimant made such an outburst that a different staff member intervened and asked claimant to leave the facility. Transcript at 8, 28. The administrator denied getting upset and yelling at claimant, and stated, "I did repeat myself several times and attempted to explain things in a different way because [claimant] did not agree with me." Transcript at 30.

In contrast, claimant testified that she had been willing to take any training the employer required. Transcript at 18. Claimant further testified that she did not argue, and that it was the administrator who raised her voice, not claimant. Transcript at 30, 21. However, claimant testified that she believed that the

employer's policy was to not pay for the trainings. Transcript at 18-19. Claimant also testified that she thought the employer had not previously given notice of the trainings claimant needed to complete. Transcript at 16-17. Claimant testified that she asked the administrator why the employer had not given previous notice, and why the employer would not pay for the time spent doing the trainings. Transcript at 17, 20. Claimant stated that, in response, the administrator "got mad." Transcript at 17. Claimant testified that the administrator then addressed her angrily, and in a raised voice, and would not let claimant speak. Transcript 21. Claimant testified that she told the administrator that she would do the trainings "even if [she] was not paid for [them], and that [she] would do [them] at home." Transcript at 21. Claimant testified that she was never asked to leave the facility but that the meeting ended and she "left on [her] own accord." Transcript at 21. Claimant testified that the meeting ended with her stating that she "would do the training[s] even though they weren't going to pay [claimant] for it." Transcript at 22.

Thus, the two accounts are contradictory and in equal balance with one another. Given the equal balance of the evidence, and that the burden of proof is on the employer, it is appropriate to accept claimant's account of the events of the December 2, 2025 meeting.<sup>4</sup> The facts of the events of the December 2, 2025 meeting have therefore been found in accordance with claimant's account and are reflected in this decision's findings of fact.

As such, the record shows that claimant, although operating under the misunderstanding that the employer would not pay her for the time she spent completing the required trainings, nevertheless agreed to do the trainings and to complete them at home, which the employer permitted. Furthermore, claimant did not shout at the administrator and left the facility on December 2, 2025 of her own accord, rather than being asked to leave. Although claimant asked the administrator why the employer would not pay for the time spent doing the trainings and why the employer had not previously notified her of the trainings, claimant did not argue with the administrator about the need to complete the trainings, but stated that she would do them at home. The employer therefore failed to prove that claimant refused to complete the trainings, or that she shouted at or argued with the administrator about the need to complete the trainings. The record therefore shows that claimant's conduct during the December 2, 2025 meeting did not violate the employer's expectations willfully or with wanton negligence.

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

*Por estas razones, la reclamante fue despedida, pero no por mala conducta. La reclamante no queda descalificada para recibir beneficios del seguro de desempleo con base en la separación laboral.*

**DECISION:** Order No. 26-UI-322453 is affirmed.

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<sup>4</sup> The order under review failed to do so, making a credibility determination that was adverse to claimant based on the contention that claimant's testimony was "inconsistent and illogical." Order No. 26-UI-322453 at 1-2. EAB rejects this credibility determination. *See* ORS 657.275(2) ("When there is evidence in the record both to make more probable and less probable the existence of any basic fact or inference, the board need not explain its decision to believe or rely on such evidence unless the administrative law judge has made an explicit credibility determination regarding the source of such facts or evidence."). EAB rejects the adverse credibility determination because, to the extent that claimant's testimony was lacking in clarity to some degree, EAB attributes that to the fact that the testimony was interpreted from Spanish to English, and to the quality of the interpretation, rather than to the Spanish testimony being inconsistent or illogical.

**DECISIÓN:** *La Orden de la Audiencia 26-UI-322453 queda confirmada.*

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

**DATE of Service:** April 23, 2026

**FECHA de Servicio:** 23 de abril de 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.

**Please help us improve our service by completing an online customer service survey.** To complete the survey, please go to <https://www.surveymzmo.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.

**NOTA:** *Puede apelar esta decisión presentando una Petición de Revisión Judicial ante la Corte de Apelaciones de Oregon (Oregon Court of Appeals) dentro de los 30 días siguientes a la fecha de entrega de esta decisión indicada arriba. Vea ORS 657.282. Para obtener formularios e información, visite <https://www.courts.oregon.gov/courts/appellate/forms/Pages/appeal.aspx> y elija el formulario para “Junta de Apelaciones Laborales”. En este sitio web, hay información disponible en español. Puede solicitar un intérprete para la Corte en <https://web.courts.oregon.gov/osca/clas/CLASRequestFormRedirect.html> También puede comunicarse con la Corte de Apelaciones por teléfono al (503) 986-5555, por fax al (503) 986-5560 o por correo a 1163 State Street, Salem, Oregon 97301.*

**Por favor, ayúdenos a mejorar nuestro servicio completando una encuesta de servicio al cliente.** Para completar la encuesta en línea, vaya a <https://www.surveymzmo.com/s3/5552642/EAB-Customer-Service-Survey>. Si no puede completar la encuesta en línea y desea obtener una copia impresa de la encuesta, comuníquese con nuestra oficina.



# 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 ໄດ້ ໂດຍປະຕິບັດຕາມຄໍາແນະນໍາທີ່ບອກໄວ້ຢູ່ຕອນທ້າຍຂອງຄໍາຕັດສິນນີ້.

**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 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 دستور العمل موجود در پایان آن، از دادگاه تجدید نظر اورگان درخواست تجدید نظر کنید.

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