

EMPLOYMENT APPEALS BOARD DECISION
2026-EAB-0621

Affirmed
Disqualification

PROCEDURAL HISTORY: On March 12, 2026, the Oregon Employment Department (the Department) served notice of an administrative decision concluding that claimant was discharged by the employer for misconduct, and disqualifying claimant from receiving benefits effective February 15, 2026 (decision # L0016457391).¹ Claimant filed a timely request for hearing. On May 11 and June 8, 2026, ALJ Griffith conducted a hearing, and on June 11, 2026 issued Order No. 26-UI-332632, affirming decision # L0016457391. On June 25, 2026, claimant filed an application for review with the Employment Appeals Board (EAB).

WRITTEN ARGUMENT: EAB considered the employer's written argument when reaching this decision. Claimant submitted written arguments on June 30 and July 22, 2026. EAB did not consider claimant's June 30, 2026 argument because he did not state that he provided a copy of his argument to the employer as required by OAR 471-041-0080(2)(a) (May 13, 2019). Additionally, both of claimant's arguments 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 July 22, 2026 argument that were based on the hearing record.

¹ Decision # L0016457391 stated that claimant was denied benefits from February 15, 2026 to February 13, 2027. However, decision # L0016457391 should have stated that claimant was disqualified from receiving benefits beginning February 15, 2026 and until he earned four times his weekly benefit amount. See ORS 657.176.

FINDINGS OF FACT: (1) What’s New? Furnitures 4 J & D, LLC employed claimant as a consignment specialist at their store from July 5, 2025 through February 16, 2026.

(2) Claimant was initially hired into a part-time role, at a rate of \$18 per hour. While claimant’s role was not clearly defined at the outset, claimant’s duties primarily consisted of photographing consignment items for sale at the store and uploading those photographs to the employer’s website. Claimant performed this work using his own professional camera equipment, as he had prior experience as a photographer.

(3) In October 2025, the employer held a 90-day performance review following the end of claimant’s probationary period. During the review, claimant requested to be moved to full-time work, and to be paid an annual salary of \$75,000. The employer declined claimant’s salary request, but agreed to move him to full-time work and raised his pay to \$22.50 per hour. Based on the discussion during the performance review, claimant also understood that the employer would again raise his pay on January 1, 2026, this time to \$25 per hour, conditioned on “specific initiatives and outcomes” that claimant intended to work on. June 8, 2026 Transcript at 29.

(4) On December 31, 2025, claimant emailed the owner of the business and followed up about the second pay raise. In response, the owner “clarified that [their] agreement was to revisit compensation and not to automatically increase it.” May 11, 2026 Transcript at 6. The employer did not grant claimant’s request or otherwise increase his rate of pay at that point.

(5) On January 6, 2026, claimant “demanded a formal performance review to ‘validate the raise discussed for the new year.’” May 11, 2026 Transcript at 20. On January 10, 2026, claimant “sent a formal notice alleging... ‘[a]n ongoing pattern of labor exploitation and... misclassification.’” to the employer. May 11, 2026 Transcript at 20.

(6) On or around January 13, 2026, in response to claimant’s previous communications, the employer asked claimant to draft a Roles and Responsibilities document (“R&R”), meant to memorialize claimant’s responsibilities. Exhibit 2 at 6. On January 13, 2026, claimant sent the employer the R&R he had drafted. On January 29, 2026, the store’s manager sent claimant an “updated” R&R for claimant to review and sign. Exhibit 2 at 7. In addition to the “main responsibilities” that included tasks relating to merchandise photography and similar, the R&R included a list of “as needed” responsibilities relating to sales and customer service. Exhibit 1 at 6–7.

(7) On the same day, claimant responded to the store manager, in relevant part, that he had had reviewed the R&R but wished to “clarify a few points—particularly around role classification, scope of accountability for work initiated by others, and how specialized responsibilities like photography and [search engine optimization] are weighted relative to general store associate duties.” Exhibit 2 at 10. The store manager responded to claimant’s inquiry by asking him to pose more specific requests relating to the clarification of his duties. Thereafter, claimant engaged in a string of emails with the store manager regarding the R&R and its contents. While claimant repeated his concerns about the R&R and his role generally, these concerns were generalized and largely unspecific as to any enumerated responsibilities.

(8) On February 10, 2026, after several emails back and forth on the matter, the store manager sent claimant an email stating, in relevant part, “If there are specific items in the R&R you believe are

inaccurate or unclear, please call those out directly so we can review them. Otherwise, the document reflects current role expectations and we should move forward with getting it signed.” Exhibit 1 at 11. On February 11, 2026, claimant responded, repeating the generalized concerns that he had already raised with the employer but failing to raise issues about any of the specific items in the R&R. On February 12, 2026, the store manager responded, in relevant part, “I hear your feedback. Thanks for sharing your perspective. I have reviewed the R&R again and it reflects the role necessary to support our operational needs. Please let me know if you accept or decline this role so we can determine next steps.” Exhibit 1 at 12. On February 15, 2026, claimant responded to the store manager, in relevant part:

I want to be clear that I’m not declining my position or disengaging from my work. However, I’m also not able to accept the R&R as written, as it does not accurately reflect the scope of responsibilities, specialized functions, and skills I am currently performing day to day.

My intent throughout this process has been alignment and accuracy, not disagreement over operational needs. If the role is being formally redefined to exclude specialized work, that represents a change from how the position has been functioning in practice.

I’m happy to continue performing my current duties while we determine how best to align the documentation with the role as it exists, or to discuss any formal changes being proposed. Please let me know how you’d like to proceed.

Exhibit 1 at 12.

(9) After claimant’s last response, the employer “could tell that [claimant] was frustrated,” but the employer felt that there was no way to resolve the impasse. May 11, 2026 Transcript at 31. As such, on February 16, 2026, the employer discharged claimant because he had refused to sign the R&R.

CONCLUSIONS AND REASONS: Claimant was discharged 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).

Isolated instances of poor judgment and good faith errors are not misconduct. OAR 471-030-0038(3)(b). OAR 471-030-0038(3)(b). 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).

The employer discharged claimant because claimant had refused to sign the R&R, despite numerous emails between the parties regarding that point over the course of more than two weeks. The R&R was intended as a memorialization of claimant's duties, and was created in response to claimant's insistence on a formal performance review to "validate" the second pay raise that he believed he was due at the start of 2026.² At the outset, it should be noted that the record contains a considerable amount of evidence relating to other concerns that arose during the employment relationship, including a workplace injury that claimant suffered and claims that claimant had been sexually harassed or discriminated against by another employee. However, the record shows that the employer discharged claimant because of his refusal to sign the R&R, and the misconduct analysis must therefore be premised on that. *See e.g. Appeals Board Decision 12-AB-0434*, March 16, 2012 (discharge analysis focuses on proximate cause of the discharge, which is generally the last incident of misconduct before the discharge); *Appeals Board Decision 09-AB-1767*, June 29, 2009 (discharge analysis focuses on proximate cause of discharge, which is the incident without which the discharge would not have occurred when it did).

It was reasonable for the employer to determine what claimant's job duties were, as well as the scope of his role and his rate of pay. Likewise, it was reasonable for the employer to expect that claimant would agree to those as a condition of continuing to work for the employer, and to reduce that agreement to writing by signing the R&R.

The employer provided claimant with multiple opportunities to ask questions about specific duties outlined in the R&R, and claimant's *initial* hesitation to sign the document therefore was not a violation of the employer's expectations. However, on February 10, 2026, the store manager told claimant that he should sign the document unless there were specific items in the R&R that claimant believed to be "inaccurate or unclear," in which case claimant should "call those out directly." Claimant did not do so in his response, instead repeating the generalized concerns he had already raised.³ On February 12, 2026, the store manager acknowledged this and told claimant, "I have reviewed the R&R again and it reflects the role necessary to support our operational needs. Please let me know if you accept or decline this role so we can determine next steps." Claimant responded to that email on February 15, 2026 by saying that he was "not able to accept the R&R as written[.]"

Thus, by the time that claimant sent his last response on February 15, 2026, the employer had explicitly asked him to sign the document multiple times, and claimant therefore knew or had reason to know that the employer expected him to do so. At hearing, claimant offered various explanations for why he continued to refuse to sign the R&R, including that he was still attempting to negotiate with the employer to ensure that the document was accurate as of February 15, 2026, and that he was "concerned" because the R&R was "a legal document that... didn't accurately reflect the job that [claimant] was doing." May 11, 2026 Transcript at 68; June 8, 2026 Transcript at 22–23. However, it

² The parties disputed whether the employer had actually agreed to give claimant a second raise if certain conditions were met, or if they had merely agreed to revisit the topic. It is not necessary to resolve this conflicting evidence in the record to determine whether claimant was discharged for misconduct, however.

³ *See* Exhibit 1 at 11–12.

was clear as of that date that the employer was not interested in negotiating claimant's duties, even if they were willing to clarify what those duties entailed. Similarly, despite claimant's suggestion that the R&R was a "legal document," nothing in the record suggests that the document actually carried any legal weight. Instead, it was, as noted above, merely a memorialization of the duties that the employer expected of claimant. His signature on the document was therefore needed simply as an acknowledgment that claimant understood that the employer expected him to fulfill the duties listed therein.

Given the above, claimant could not have reasonably believed, as of February 15, 2026, that the employer was willing to continue discussing the matter further before he signed the R&R, even if claimant himself still had concerns about the document. As such, claimant's ongoing refusal to sign the R&R was not a good faith error, but was instead a willful or wantonly negligent violation of the employer's expectation that he do so.

Additionally, claimant's refusal to sign the document cannot be excused as an isolated instance of poor judgment. Claimant's refusal to sign had been ongoing for more than two weeks, and would presumably have continued thereafter had the employer not discharged him. As such, his conduct was not isolated. Further, the apparent dispute underlying claimant's refusal to sign was related to the scope of his duties. Claimant, therefore, in refusing to sign the document, essentially refused to agree to the terms of employment that the employer had set for him. Without such an accord, the employer could not have reasonably continued to employ him. Therefore, claimant's refusal to sign the R&R made a continued relationship impossible and therefore exceeded mere poor judgment.

For the above reasons, claimant was discharged for a willful or wantonly negligent violation of the employer's expectations that was not a good faith error or an isolated instance of poor judgment. Claimant therefore was discharged for misconduct and is disqualified from receiving benefits effective February 15, 2026.

DECISION: Order No. 26-UI-332632 is affirmed.

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

DATE of Service: August 10, 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 بمحكمة 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.

Employment Appeals Board - 875 Union Street NE | Salem, OR 97311

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Email: appealsboard@employ.oregon.gov

Website: www.Oregon.gov/employ/pages/employment-appeals-board.aspx

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