

EMPLOYMENT APPEALS BOARD DECISION
2025-EAB-0220

Affirmed
Disqualification

PROCEDURAL HISTORY: On February 24, 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 effective December 15, 2024 (decision # L0009387213). Claimant filed a timely request for hearing. On March 25, 2025, ALJ Parnell conducted a hearing, and on March 27, 2025, issued Order No. 25-UI-287508, affirming decision # L0009387213. On April 13, 2025, claimant filed an application for review with the Employment Appeals Board (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 them 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) Right Now Heating Co. employed claimant as an apprentice electrician from December 12, 2024, through December 16, 2024.

(2) At hire, claimant and the employer agreed that claimant would be paid \$35 per hour for a minimum of 40 hours per week if he worked the full week. Claimant would not have accepted the job without the weekly guarantee of hours due to the time and expense of his commute, which was more than one hour each way.

(3) On Thursday, December 12, 2024, claimant underwent a two-hour onboarding process, then observed more senior electricians perform their work for the rest of that day and the following day. Claimant worked a total of 11.53 hours those days, and was paid the agreed upon wage for those hours.

(4) In observing the electricians, who were paid commission, claimant felt that they unethically inflated their bids to customers to meet a \$300 hourly billing expectation. However, the employer did not have an hourly billing expectation. The employer used a pricing system that involved fixed fees for services

rather than hourly rates, which could sometimes result in seemingly-high fees being quoted relative to the time needed to perform the work. Claimant thought that these pricing methods were unethical and did not want to engage in them, though he did not fully understand them. Claimant had planned to eventually transition to being paid on a commission basis rather than an hourly wage after gaining more experience, and bidding for jobs would not affect claimant's own wages for the foreseeable future as he continued training. Claimant did not seek clarification from a manager about the pricing methods or billing expectations.

(5) On Monday, December 16, 2024, claimant called the employer and gave notice of his resignation with immediate effect. Claimant quit because he believed the employer would not pay him for the minimum 40 hours per week based on the pay he received for the first partial week of work, and due to his concerns about overcharging customers. Claimant did not attempt to discuss these concerns with the employer prior to quitting.

CONCLUSIONS AND REASONS: Claimant voluntarily quit 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.

Claimant quit work because he believed that the employer would not pay him for at least 40 hours per week, and was concerned that the employer expected him to overcharge customers. With respect to the pay issue, both parties agreed that claimant would be paid for at least 40 hours for each full week that he worked.¹ Transcript at 7, 16. Claimant began working for the employer on a Thursday and therefore worked less than five days that week. The employer paid claimant for 11.53 hours for the partial week, reflecting the actual number of hours worked. Claimant believed, based his own interpretation of the agreement's terms, that he should have been paid for 16 hours, and therefore doubted that the employer would uphold their agreement to pay for a minimum of 40 hours per week. *See* Transcript at 7. However, claimant did not demonstrate that the partial week payment violated the agreement, which applied only to full weeks of work, or objectively gave him reason to doubt that the employer would follow the agreement. Therefore, claimant did not face a grave situation regarding his pay.

With respect to claimant's belief that the employer expected him to overcharge customers, this belief was formed after observing other employees for less than two full days. Claimant asserted that the employees told him that the employer expected them to bill \$300 per hour regardless of the nature and amount of work needed by each customer, which claimant felt was "taking advantage" of the customer, and that the employees told him that they "have a hard time with it too, but it's just something they got

¹ Claimant asserted in his written argument that the employer promised to pay him for a minimum of 8 hours per day. Claimant's Written Argument at 1. However, claimant testified at hearing only that he had been promised a *weekly* guarantee of hours, and therefore this argument was not based on facts in the hearing record.

used to.” Transcript at 10-11. In contrast, the employer’s general manager testified that there was no goal or expectation that their electricians bill \$300 per hour and that pricing was bid according to a fixed schedule depending on the service needed, rather than by the hour. Transcript at 11-13, 15. This system may have resulted in either the employer or the customer benefiting from the length it took to accomplish a particular job. Claimant admitted, “[I]t was only a couple days, and I didn’t really understand how their whole system works,” but reiterated that he was told that the employer’s expectation was, “[N]o matter what, you are walking away from the job at \$300 bucks an hour.” Transcript at 10. Claimant did not assert that he sought clarification on the issue from the employer’s management.

In considering this evidence, it is possible that the employees claimant observed were acting outside of the scope of the employer’s expectations regarding bidding and revenue goals, or misled claimant as to it being the employer’s expectation rather than their own. It is also possible that claimant merely misunderstood the employer’s pricing and bidding processes due to his limited time on the job, as claimant himself suggested. In any case, the record shows that claimant was not immediately expected to take part in these processes as he continued with his observation and training period, and was not paid on a commission basis. Under these circumstances, a reasonable and prudent person of normal sensitivity, exercising ordinary common sense, would not have left work when claimant did, particularly without seeking clarification from management on the issue.

Furthermore, to the extent that claimant’s association with a business he felt was operating unethically constituted a grave situation, claimant had the reasonable alternative of taking his concerns to management. Had claimant done so, either his beliefs about whether the employer’s business practices were ethical would have been confirmed, or his misunderstanding about the billing processes and expectations corrected such that he would have confidence in continuing to work for the employer. Claimant’s decision to quit without seeking clarification of the facts underlying his belief that the employer was acting unethically demonstrated that he did not explore a reasonable alternative. Accordingly, claimant did not face a grave situation and, even if he had, did not avail himself of a reasonable alternative to leaving. Claimant therefore quit work without good cause.

For these reasons, claimant quit work without good cause and is disqualified from receiving benefits effective December 15, 2024.

DECISION: Order No. 25-UI-287508 is affirmed.

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

DATE of Service: May 12, 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

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

The Oregon Employment Department is an equal opportunity employer/program. Auxiliary aids and services are available upon request to individuals with disabilities. Language assistance is available to persons with limited English proficiency at no cost.

El Departamento de Empleo de Oregon es un programa que respeta la igualdad de oportunidades. Disponemos de servicios o ayudas auxiliares, formatos alternos y asistencia de idiomas para personas con discapacidades o conocimiento limitado del inglés, a pedido y sin costo.