

EMPLOYMENT APPEALS BOARD DECISION
2025-EAB-0376

Affirmed
Disqualification

PROCEDURAL HISTORY: On April 15, 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 beginning March 2, 2025 (decision # L0010263985).¹ Claimant filed a timely request for hearing. On May 27, 2025, ALJ Gutman conducted a hearing, and on June 3, 2025 issued Order No. 25-UI-293918, affirming decision # L0010263985. On June 19, 2025, claimant 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). The argument also 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 as required by OAR 471-041-0090 (May 13, 2019). With the exception of the noticed fact, below, EAB considered only the information received into evidence at the hearing. *See* ORS 657.275(2).

Claimant should note that even if EAB considered his written argument, it would not change the outcome in this matter. The order under review concluded, in part, that claimant quit work without good cause because the offer of other work was not definite,² and claimant disputed this in his written argument. Claimant's Written Argument at 1. However, as explained below, the record shows that the offer of other work *was* definite, and that the determination of whether claimant had good cause instead

¹ Decision # L0010263985 stated that claimant was denied benefits from March 2, 2025 to December 6, 2025. However, decision # L0010263985 should have stated that claimant was disqualified from receiving benefits beginning March 2, 2025 and until he earned four times his weekly benefit amount. *See* ORS 657.176.

² Order No. 25-UI-293918 at 3.

turns on whether the new job was to begin in the shortest length of time as can be deemed reasonable under the individual circumstances. Claimant's written argument does not show that the new job was scheduled to begin in the shortest length of time reasonable under the circumstances. As such, the outcome in this matter would remain the same even if EAB had considered claimant's written argument.

FINDINGS OF FACT: (1) Target Corporation employed claimant at one of their retail stores from October 6, 2023 through March 5, 2025. Claimant's duties primarily consisted of stocking merchandise.

(2) Claimant worked part time for the employer, approximately 22 hours per week, and was paid \$18.25 per hour. He initially did so while working full time for another employer in his primary occupation as a software engineer. In December 2024, claimant was laid off from his software job. Thereafter, claimant began looking for another position in the software industry.

(3) On March 5, 2025, claimant received a job offer from another software company. The job was to begin on March 17, 2025, and paid \$125,000 per year plus an annual bonus of \$5,000. Claimant understood the position to be permanent. The offer letter for this position included a clause stating, in relevant part, "The Company reserves the right to conduct background investigations and/or reference checks on all of its potential employees. Your job offer, therefore, is contingent upon a clearance of such a background and/or reference check, if any." Exhibit 1 at 1.

(4) Claimant accepted the job offer on March 5, 2025 and quit working for the employer that day because he had accepted the new job. Although the new job was not scheduled to begin for nearly two weeks, claimant did not continue working for the employer for an additional period of time because he wished to prepare himself for the new job by reading recommended books and setting up his home office, and he had various other matters he wished to attend to which had been put on hold during the preceding period of job searching.

(5) "Shortly" after he quit, claimant received paperwork from the new employer relating to the new position. Transcript at 11. On March 17, 2025, claimant began working for the new employer as planned.

(6) Claimant's weekly benefit amount was \$836.³

CONCLUSIONS AND REASONS: Claimant 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

³ EAB has taken notice of this fact, which is contained in Employment Department records. OAR 471-041-0090(1) (May 13, 2019). Any party that objects to EAB taking notice of this information must send their objection to EAB in writing, stating why they object, within ten days of EAB mailing this decision. OAR 471-041-0090(2). Unless EAB receives and agrees with the objection, the noticed fact will remain in the record.

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.

A claimant who leaves work to accept an offer of other work “has left work with good cause only if the offer is definite and the work is to begin in the shortest length of time as can be deemed reasonable under the individual circumstances. Furthermore, the offered work must reasonably be expected to continue, and must pay [either] an amount equal to or in excess of the weekly benefit amount; or an amount greater than the work left.” OAR 471-030-0038(5)(a). In pertinent part, the Department does not consider a job offer to be definite “if [it] is contingent upon . . . [such things as] passing a drug test, background check, credit check, and/or an employer receiving a contract.” Oregon Employment Department, UI Benefit Manual §442 (Rev. 04/01/10).

Claimant quit working for the employer to accept a new offer of work in his primary field as a software engineer. The new job paid more than either claimant’s weekly benefit amount and his rate of pay with the employer,⁴ and claimant reasonably expected the work to continue. There is some question in the record as to whether the offer was definite, as claimant answered affirmatively when asked if he was required to complete a background check as a condition of employment. Transcript at 11. However, the record does not show that a background check, or any other contingency, was required to be cleared in order for claimant to start working for the new employer. The offer letter itself states that the new employer “reserve[d] the right to conduct background investigations and/or reference checks,” and stated that the offer was “contingent upon a clearance of such a background and/or reference check, if any.” The clause “if any,” however, suggests that the background check might not be performed as a requirement before claimant was permitted to begin work. Further, claimant received paperwork from the new employer shortly after he quit, and began the new job as planned less than two weeks after receiving the offer. This suggests that, even if a background check was performed, the job offer was not contingent upon it. As such, the offer was definite.

However, claimant did not meet his burden to show that the new work began in the shortest length of time as can be deemed reasonable under the individual circumstances. At hearing, claimant explained that he took the time between the two jobs to do “other things in [his] life [that] had to be sacrificed” while he was busy looking for another full time job during the preceding several months. Transcript at 10. However, claimant did not offer an explanation for what these things consisted of. Similarly, while claimant asserted that he also needed that time to prepare for the new job, the only examples that claimant gave of such tasks were to read “some books” apparently relevant to the new position, and to “get a new desk and rearrange” his home office area. Transcript at 8, 25. Claimant did not explain why such tasks required him to quit working for the employer 12 days before the start of the new job.

Absent such explanations, it can be reasonably inferred that claimant could have completed these tasks before starting the new job while still working part time for the employer. As such, claimant has not shown by a preponderance of the evidence that the new work began in the shortest length of time as can be deemed reasonable under the individual circumstances. Therefore, under OAR 471-030-0038(5)(a),

⁴ The new annual salary of \$125,000, exclusive of any bonuses, is equivalent to approximately \$2,403.85 per week. The employer paid claimant \$18.25 per hour for approximately 22 hours of work each week, which results in a weekly rate of pay of \$401.50. Claimant’s weekly benefit amount was \$836.

claimant quit work without good cause, and is disqualified from receiving benefits beginning March 2, 2025.

DECISION: Order No. 25-UI-293918 is affirmed.

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

DATE of Service: July 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 دستورالعمل موجود در پایان آن، از دادگاه تجدید نظر اورگان درخواست تجدید نظر کنید.

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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.