EO: Intrastate
BYE: 07-Jun-2025

State of Oregon
Employment Appeals Board
875 Union St. N.E.
Salem, OR 97311

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VQ 005.00

EMPLOYMENT APPEALS BOARD DECISION
2025-EAB-0394

Order No. 25-UI-294721 Affirmed ~ Disqualification
Order No. 25-UI-294743 Reversed ~ No Disqualification

PROCEDURAL HISTORY: On July 10, 2024, the Oregon Employment Department (the Department) served notice of an administrative decision concluding that claimant quit working for Safeway Stores, Inc. without good cause and was disqualified from receiving benefits effective June 23, 2024 (decision # L0005045669).[1] Also on July 10, 2024, the Department served notice of an administrative decision concluding that claimant quit working for Albertsons, LLC without good cause, disqualifying claimant from receiving benefits effective June 23, 2024 (decision # L0005100870).[2] Claimant filed timely requests for hearing on both administrative decisions. On June 9, 2025, ALJ Bender conducted a hearing on both decisions, and on June 12, 2025 issued Orders No. 25-UI-294721 and 25-UI-294743, affirming decisions # L0005045669 and L0005100870.

On July 1, 2025, claimant filed applications for review of Orders No. 25-UI-294721 and 25-UI-294743 with the Employment Appeals Board (EAB). EAB combined its review of Orders No. 25-UI-294721 and 25-UI-294743 under OAR 471-041-0095 (October 29, 2006). For case-tracking purposes, this decision is being issued in duplicate (EAB Decisions 2025-EAB-0394 and 2025-EAB-0395).

WRITTEN ARGUMENT: Claimant did not state that she provided a copy of her argument to the other parties as required by OAR 471-041-0080(2)(a) (May 13, 2019). 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 her from offering the information during the hearing as required by OAR 471-041-0090 (May 13, 2019).

[1] Decision # L0005045669 stated that claimant was denied benefits from June 23, 2024 to June 7, 2025. However, decision # L0005045669 should have stated that claimant was disqualified from receiving benefits beginning June 23, 2024 and until she earned four times her weekly benefit amount. *See* ORS 657.176.

[2] Decision # L0005100870 stated that claimant was denied benefits from June 9, 2024 to June 7, 2025. However, as decision # L0005100870 found that claimant quit on June 24, 2024, it should have stated that claimant was disqualified from receiving benefits beginning Sunday, June 23, 2024 and until she earned four times her weekly benefit amount. *See* ORS 657.176.

In particular, claimant included a seven-page written narrative, along with several pages of emails, the majority of which contain information not in the hearing record. Claimant asserted in her written argument, "When I received in the mail [*sic*] of a scheduled hearing on June 9th 2025. There were not any instructions, or information to submit to the Office of Administrative Hearings. I honestly thought some point in time I would have the opportunity to submit documents." Claimant's Written Argument at 1. However, prior to the start of testimony, the ALJ stated that she did not see that either party had submitted any documents into the record and therefore had no exhibits to address. Audio Record at 8:00. The ALJ then asked claimant if she had any questions about the hearing procedure, and claimant responded that she did not. Audio Record at 8:06. Additionally, the notices of hearing, mailed on May 20, 2025, stated, in relevant part, "The documents enclosed here are the only documents that will be considered by the ALJ at hearing. If you have other documents that you wish to have considered, you must provide copies of your documents to all parties and to the ALJ at the Office of Administrative Hearings at their addresses as listed on the Certificate of Mailing prior to the date of the scheduled hearing." The certificate of mailing enclosed with the notices of hearing included mailing addresses for both the respective employers and the Office of Administrative Hearings (OAH).

As such, claimant had notice that she was required to provide copies of the documents she wished to have considered to the other parties and OAH prior to the hearing, and had an opportunity to ask the ALJ questions or indicate that she wished to introduce documents into the record before the hearing began. Therefore, claimant has not shown that it was beyond her reasonable control to offer the new information contained in her written argument into the hearing record. EAB considered only the information received into evidence at the hearing. *See* ORS 657.275(2).

FINDINGS OF FACT: (1) Safeway Stores, Inc. ("Safeway") employed claimant at one of their grocery stores beginning in or around December 2021. In January 2024, claimant transferred to a grocery store operated by Albertsons, LLC ("Albertsons"). On April 28, 2024, claimant transferred from the Albertsons store to a different Safeway store ("the second Safeway"), where she worked until June 25, 2024.

(2) Safeway and Albertsons were owned by the same parent company. When claimant transferred between stores, she was not required to reapply for positions at those stores, as the moves were considered "internal transfers." Transcript at 5.

(3) Around the time that claimant transferred to the Albertsons store in January 2024, claimant "partially retired," moving from full-time to part-time work. Transcript at 24. Under the rules of the union which represented the stores' employees, including claimant, employees were required to work a minimum of 20 hours per week to remain eligible for health insurance. Once claimant was partially retired, she wished to work approximately 24 hours per week. The employers attempted to comply with this wish where possible.

(4) In or around April 2024, claimant spoke to the district meat and seafood managers, who told her that there was a position open as the lead of the seafood department at the second Safeway. Claimant, interested in the position, contacted the manager of the second Safeway, and arranged to transfer there. Despite what the district managers had told claimant, however, the store manager of the second Safeway did not hire claimant as the lead of the seafood department, and never told her that she was to be the lead. On April 28, 2024, claimant began working at the second Safeway.

(5) Some time after claimant began working at the second Safeway, she learned that she had not been hired as the seafood department lead when another employee was brought in for that position instead. Claimant was not notified of this until the new lead started working alongside her, and claimant found the situation to be "really embarrassing" for her. Transcript at 13–14. Nevertheless, claimant remained willing to work in the seafood department in a non-leadership role, and continued doing so.

(6) During her time at the second Safeway, the employer consistently scheduled claimant for between 12 and 16 hours per week, despite the fact that she wished to work 24 hours per week, and needed to work at least 20 hours per week to maintain her health insurance. This scheduling was the result of claimant's having previously indicated that she did not want to work closing shifts, which limited the amount of shifts that were available to claimant. Claimant later clarified to the manager of the second Safeway that she *was* willing to work closing shifts, but that she did not wish to work a closing shift when she had to work an opening shift the following day. Claimant did not want to work closing shifts followed by opening shifts because she found it difficult to get up early after working late, especially as she generally had trouble sleeping. Given this limitation, the employer was still unable to offer claimant more hours. Claimant was frustrated with this reduction in hours compared to what her schedule had previously been, as it both reduced her income and left her ineligible for health insurance. Had claimant been willing to work the hours that Safeway had, without limitations on her availability, Safeway would have been "able to give her closing hours to get her… close to that 24 hour a week mark that she was looking for." Transcript at 23.

(7) On June 1, 2024, claimant began a period of medical leave due to an injury. On June 25, 2024, when her medical leave was set to conclude, claimant quit working at the second Safeway because she felt that she had been mistreated. Claimant did not work for either Albertsons or Safeway thereafter.

(8) On July 10, 2024, the Department issued decision # L0005100870, concluding that claimant had quit working for Albertsons on June 24, 2024.

CONCLUSIONS AND REASONS: No employment relationship existed between Albertsons and claimant on June 24, 2024, and therefore no work separation occurred on that date. Claimant quit working for Safeway without good cause.

Albertsons. The orders under review were functionally identical, treating both Albertsons and Safeway as the same employer and addressing only the separation from Safeway that occurred on June 25, 2024. *See*, e.g., Order No. 25-UI-294721 at 3. Despite this, the consolidated record indicates that, at least for purposes of determining eligibility for benefits, Albertsons and Safeway are actually two distinct employers, as the Department separately issued administrative decisions addressing separations from each. However, decision # L0005100870, which addressed the separation from Albertsons, found that claimant had quit working for Albertsons on June 24, 2024. The record shows that claimant had transferred from Albertsons back to Safeway approximately two months prior to that date. Therefore, no employment relationship existed between claimant and Albertsons on June 24, 2024, and there is no work separation to address from that employer. Thus, no disqualification is imposed based on claimant's work for Albertsons.

Voluntary Leaving from Safeway. 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. A claimant who leaves work due to a reduction in hours "has left work without good cause unless continuing to work substantially interferes with return to full time work or unless the cost of working exceeds the amount of remuneration received." OAR 471-030-0038(5)(e).

Claimant quit working for Safeway because she felt mistreated by them. These feelings were the result of two factors: that she was embarrassed or otherwise disappointed by not being given the lead position she believed she was transferring into, and because the employer had reduced her hours. Claimant has not met her burden to show that either of these constituted good cause for quitting.

Given claimant's willingness to continue working for the employer despite not being placed in the lead role, the record suggests that claimant quit primarily because of the reduced hours. To the extent that claimant quit due to the reduced hours (and subsequent reduction in earnings), claimant has not shown either that the reduction in hours substantially interfered with her return to full time work, or that the cost of working (such as commuting costs) exceeded what she earned for the hours she was scheduled for. Therefore, under OAR 471-030-0038(5)(e), claimant did not have good cause to quit.

Aside from the reduced earnings, the record shows that claimant was also frustrated by the fact that the reduced hours meant that she no longer was working enough to qualify for health insurance. To the extent that claimant quit for this reason, claimant did not show that she faced a situation of such gravity that she had no reasonable alternative but to quit. To be clear, the loss of health insurance could well be considered a grave situation. However, the record shows that the reduction in hours was the result of claimant's limited availability, and that if she had been willing to work the hours the employer had available to her, the employer would most likely have been able to give her at least the minimum amount of hours necessary to maintain her health insurance eligibility. While claimant did not wish to work the shifts available to her, she did not show that she could not do so. As such, working with the store manager to reach an accord on an acceptable schedule, perhaps including representation from her union if necessary, would have been a reasonable alternative to quitting.

Furthermore, under *Oregon Public Utility Commission v. Employment Dep't.*, 267 Or App 68, 340 P3d 136 (2014), for a claimant to have good cause to voluntarily leave work, the claimant must derive some benefit for leaving work. The record does not show that claimant benefitted in any way from quitting due to the reduction in hours or subsequent loss of health insurance benefits. As such, to the extent that claimant quit for this reason, she did so without good cause.

Finally, to the extent that claimant quit, in part, because she did not get the lead position she believed she had been offered, claimant has not shown that this was a grave situation. And while it is understandable that clamant felt frustrated by this situation, the record does not, as explained above, show that claimant gained anything by quitting. As such, the fact that claimant was not placed in the lead position she believed she was transferring into was not good cause for quitting.

For the above reasons, no work separation from Albertsons existed to adjudicate, and claimant is not disqualified from receiving benefits based on her employment with Albertsons. Claimant quit working for Safeway without good cause and therefore is disqualified from receiving benefits effective June 23, 2024.

DECISION: Order No. 25-UI-294721 is affirmed. Order No. 25-UI-294743 is set aside.

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

DATE of Service: August 8, 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 – 本判决会影响您的失业救济金。 如果您不明白本判决， 请立即联系就业上诉委员会。 如果您不同意此判决，您可以按照该判决结尾所写的说明，向俄勒冈州上诉法院提出司法复审申请。

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 فورا، 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 دستورالعمل موجود در پایان آن، از دادگاه تجدید نظر اورگان درخواست تجدید نظر کنید.

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