

EMPLOYMENT APPEALS BOARD DECISION
2026-EAB-0040

Reversed
No Disqualification

PROCEDURAL HISTORY: On October 17, 2025, the Oregon Employment Department (the Department) served notice of an administrative decision concluding that claimant voluntarily quit work without good cause and was therefore disqualified from receiving unemployment insurance benefits effective June 15, 2025 (decision # L0013541475).¹ Claimant filed a timely request for hearing. On December 19, 2025, ALJ Bender conducted a hearing at which the employer failed to appear, and on December 24, 2025 issued Order No. 25-UI-315409, affirming decision # L0013541475. On January 6, 2026, claimant filed an application for review with the Employment Appeals Board (EAB).

FINDINGS OF FACT: (1) CPM Development Corporation employed claimant as a truck driver from May 20, 2025 until June 20, 2025. Claimant's work hours varied, and he was paid \$28.50 per hour.

(2) Claimant had previously worked as a truck driver for another business, Knife River, for many years. Shortly after beginning work for the employer, claimant spoke with his former supervisor at Knife River, S, about possibly returning to work there.

(3) On June 18, 2025, S offered claimant work at \$33.61 per hour, with variable hours comparable to the hours he worked for the employer. The position was expected to continue indefinitely. Claimant accepted the offer and completed an employment application that day. Claimant understood from

¹ Decision # L0013541475 stated that claimant was denied benefits from June 15, 2025 to September 20, 2025. However, decision # L0013541475 should have said that claimant was disqualified from receiving benefits beginning Sunday, June 15, 2025, and until he earned four times his weekly benefit amount. See ORS 657.176.

speaking with S that he could begin work as soon as Knife River's human resources (HR) department processed his hire, which was expected "within a few days." Audio Record at 7:38. Claimant was unaware of any contingencies on the offer, such as submitting to a physical exam or drug test, and believed that they were not required due to his previous employment relationship.

(4) On Friday, June 20, 2025, claimant was not scheduled to work for the employer. Claimant quit working for the employer that day because he expected to begin work for Kinfe River as soon as Tuesday, June 24, 2025. Had he not quit, claimant was next scheduled to work for the employer on June 23, 2025.

(5) On Monday, June 23, 2025, Kinfe River's HR department told claimant that he must submit to a physical exam and drug test as a condition of employment. Claimant completed these by the following day, and Knife River received the results a day or two later. Claimant and Knife River then agreed that his start date would be Monday, June 30, 2025.² Claimant began work for Knife River on that date.

CONCLUSIONS AND REASONS: Claimant voluntarily quit work with 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 Dept.*, 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 Dept.*, 348 Or 605, 612, 236 P3d 722 (2010).

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). "A job offer is definite if a job exists and someone with authority to hire has extended an offer of work to the individual. Subjects usually covered by a job offer include a description of the job duties, conditions of hire (rate of pay, hours/days of the work, required equipment such as tools/uniforms/license, etc.), and the expected start date. Offers of work are not definite if they are contingent upon anything. This can include a contingency on passing a drug test, background check, credit check and/or an employer receiving a contract." Oregon Employment Department, UI Benefit Manual at 18 (Rev. 12/2025).

Claimant quit working for the employer to accept an offer of other work. The order under review concluded that while the offered work paid more than the work left and was reasonably expected to continue, the offer was not "definite" because it had contingencies unknown to claimant at the time he quit work that delayed his anticipated start date by approximately one week. Order No. 25-UI-315409 at 3. The record does not support the conclusion that the offer was not definite at the time claimant quit work to accept it.

² Throughout the hearing, the Monday date was misidentified by witnesses as June 29, 2025. *See, e.g.*, Audio Record at 13:46.

As of June 20, 2025, the date claimant quit work, the terms of the offer extended to claimant by S included work to continue indefinitely with an hourly wage of \$31.61 and variable hours. The job therefore was expected to pay more than the work left and was expected to continue. At hearing, claimant testified that neither he nor S were aware at the time he quit work that Knife River HR would require him to submit to a physical exam as a condition of employment. Audio Record at 11:59. Therefore, the offer at the time claimant quit work was definite, as it had no contingencies. After claimant quit work, the offer was modified to include contingencies, but as they were not part of the offer that induced claimant to quit work, the earlier offer is sufficient to be considered “definite” within the meaning of the rule.

A specific start date was not a term of the offer made to claimant as of June 20, 2025. However, claimant and S understood that claimant would begin work as soon as HR processed his hire. Claimant gave varying descriptions at hearing regarding how long, as of June 20, 2025, he expected that process to take, including “within the next couple days,” “within the next few days,” and “within the week or so.” Audio Record at 7:38, 8:35. Claimant was asked if the period between his June 20, 2025 quit date and June 30, 2025 start date with Knife River was “a little bit longer than [he] had expected,” and claimant explained that he and S were “surprise[d]” to be contacted by HR on June 23, 2025 with the physical exam and drug test requirements, but that he quickly complied and was cleared to begin work as of “Wednesday or Thursday,” then agreed to start on Monday, June 30, 2025, rather than starting mid-week. Audio Record at 11:08. S also testified at hearing and generally corroborated this timeline of events.

The record shows that claimant reasonably believed, as of June 20, 2025, that he would likely start work by Tuesday, June 24, 2025, and that the start date was thereafter unexpectedly delayed by HR amending the offer to include contingencies, and delayed again by mutual agreement after the contingencies were fulfilled. However, based on the facts known to claimant at the time he quit work, the work for Knife River was to begin within the shortest length of time reasonable under the circumstances. Therefore, the offer met all the requirements of OAR 471-030-0038(5)(a). Accordingly, claimant quit work with good cause, and is not disqualified from receiving unemployment insurance benefits based on the work separation.

DECISION: Order No. 25-UI-315409 is set aside, as outlined above.

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

DATE of Service: February 20, 2026

NOTE: This decision reverses the ALJ’s order denying claimant benefits. Please note that in most cases, payment of benefits owed will take about a week for the Department to complete.

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 desisyong ito.

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 محكمة 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.

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