

EMPLOYMENT APPEALS BOARD DECISION
2026-EAB-0046

Affirmed
Disqualification

PROCEDURAL HISTORY: On September 19, 2025, the Oregon Employment Department (the Department) served notice of an administrative decision concluding that claimant was discharged, but not for misconduct, and was not disqualified from receiving unemployment insurance benefits based on the work separation (decision # L0012964583). The employer filed a timely request for hearing. On December 19, 2025, ALJ Krueger conducted a hearing, and on December 23, 2025 issued Order No. 25-UI-315239, reversing decision # L0012964583 by concluding that claimant voluntarily quit work without good cause and was therefore disqualified from receiving benefits effective July 20, 2025. On January 8, 2026, claimant filed an application for review with the Employment Appeals Board (EAB).

WRITTEN ARGUMENT: Claimant did not state that she provided a copy of her January 8, 2026 argument to the employer as required by OAR 471-041-0080(2)(a) (May 13, 2019). This argument, as well as claimant's January 30, 2026 argument and the employer's February 5, 2026 and February 12, 2026 arguments, contained information that was not part of the hearing record and did not show that factors or circumstances beyond the respective party's reasonable control prevented them from offering the information during the hearing as required by OAR 471-041-0090 (May 13, 2019). EAB considered only the information received into evidence at the hearing. *See* ORS 657.275(2). EAB considered claimant's January 30, 2026 argument and the employer's February 5, 2026 and February 12, 2026 arguments to the extent they were based on the hearing record.

Claimant asserted that she did not receive a fair hearing because the ALJ "admit[ed] the employer's text and call logs over [her] objection." Claimant's January 30, 2026 Argument at 3. In fact, the ALJ sustained claimant's objection because the mailed copy of the exhibit, marked as Exhibit 1 for identification, was not delivered to her prior to the hearing. Order No. 25-UI-315239 at 1. Although the exhibit was not admitted into evidence, the rules did not preclude the employer from testifying about information contained within the documents. EAB reviewed the entire hearing record, which shows that the ALJ inquired fully into the matters at issue and gave all parties reasonable opportunity for a fair hearing as required by ORS 657.270(3) and (4), and OAR 471-040-0025(1) (August 1, 2004).

FINDINGS OF FACT: (1) Grande Ronde Animal Hospital, PC employed claimant as a veterinary assistant from June 2020 until July 22, 2025.

(2) The employer was generally satisfied with claimant's performance until approximately April 2025. After that point, the employer felt that claimant seemed "miserable" and "like she just doesn't want to be here." Transcript at 17.

(3) In the morning of July 22, 2025, claimant was observed doing a newspaper crossword puzzle at a time when the practice was busy and claimant was expected to be performing work. Claimant was scheduled to work only for the morning of that day. The two veterinarians who co-owned the business discussed the matter privately and decided that when claimant finished work at noon, one of them, L, would speak with claimant alone while the other, E, listened to the conversation out of view. The purpose of the conversation was to determine why claimant seemed unhappy, in the hopes of remedying the situation and improving her performance. The employer did not intend to discipline or discharge claimant.

(4) After claimant clocked out for the day at noon, the conversation took place as planned. When told that she seemed unhappy at work, and that if she wanted to quit she did not need to work a notice period, claimant explained that she was "stressed" and dealing with the illnesses of several family members. Transcript at 22. Claimant abruptly ended the conversation by leaving the clinic.

(5) Approximately 30 minutes after the conversation ended, claimant sent E a text that included, "In Oregon if you are fired your employe[r] is legally required to provide your final paycheck by the end of the next business day." Transcript at 20. Claimant then sent another text stating that her significant other would "pick it up or someone can bring it to my house." Transcript at 20-21. E replied a short time later, writing, in part: "You were not fired," and "Based on how you left. . . we aren't sure if you're coming back or not. Are you quitting?" Transcript at 21-22. L left two voicemails for claimant later that day, asking her to let him know if she was quitting because, if so, he needed to make staffing arrangements for the next day. Claimant did not reply to any of these messages.

(6) On July 23, 2025, claimant did not report for work as scheduled or contact the employer. That morning, L prepared claimant's final paycheck and wrote a letter that stated, in part, "I've not heard from you. . . [a]nd you did not show up for work today. So we can only assume that you are quitting. We have reached out several times with no response. You requested your check so I went ahead and wrote it to be accommodating. You were not fired or terminated. Those words were never spoken or alluded to at any time." Transcript at 25-26. The employer waited until August 4, 2025 for claimant's significant other to pick up the check, which did not occur. Thereafter, the employer mailed the letter and the check to claimant. Claimant negotiated payment of the check and did not respond to the letter.

CONCLUSIONS AND REASONS: Claimant voluntarily quit work without good cause.

Nature of the Work Separation. A work separation occurs when a claimant or employer ends the employer-employee relationship. If claimant could have continued to work for the employer for an additional period of time, the work separation is a voluntary leaving. OAR 471-030-0038(2)(a) (September 22, 2020). If claimant was willing to continue working for the employer for an additional

period of time, but the employer did not allow claimant to do so, the separation is a discharge. OAR 471-030-0038(2)(b).

The parties disputed the nature of the work separation. Each party maintained that the other ended the employment relationship, though the record suggests that neither party had considered ending it prior to a conversation between L and claimant at approximately noon on July 22, 2025. Claimant suggested at hearing that E was not privy to this conversation because claimant did not see her there, and argued that E's testimony concerning it should be disregarded. Transcript at 32; Claimant's January 20, 2026 Written Argument at 3. However, that argument fails as L testified that E stood 12 feet away from where the conversation took place, out of claimant's view, and E testified to hearing the entire conversation. Transcript at 33, 37.

The witnesses generally agreed that the conversation began with L apologizing to claimant for having accidentally damaged a water bottle earlier in the day, then moved to claimant's perceived unhappiness at work, and her response that she had been dealing with the illness of several relatives. Claimant testified that at that point, L's "voice was just kind of getting a little bit more raised. And he said to me. . . . [Y]ou don't even need to give me a two-week notice or anything in writing. . . . you can leave.' And he kind of paused and he said, '[A]nd don't come back.' . . . And I just took that as he told me to leave and not to come back. And I said, '[O]h, okay. Wow.' And turned around and as I was walking out the door I said, '[S]orry things didn't work out.'" Transcript at 7-8.

In contrast, L testified that after mentioning claimant's perceived unhappiness at work, he told claimant that "if we can't make something work" she could leave without putting in a two weeks' notice, and at that point, "she became agitated and told [L] about. . . . medical problems with family and how she was stressed. . . . and she just turned around and just walked out the door[.]" Transcript at 19-20. When asked if claimant said anything to him when she left, L testified, "Yeah. She was telling me about her family being sick and how she was stressed and stuff like that or whatever. And. . . . made some comment about – I don't know. 'If I'm not wanted her[e] I'll just leave' or whatever. 'I'm not coming back. . . . if you don't want me to come back' or whatever. Something. I don't remember the exact wording of that. But, uh, 'I just won't be back.'" Transcript at 22. L denied having said to claimant, "leave and don't come back." Transcript at 24. E also testified that L never told claimant to "leave and don't come back." Transcript at 37-38.

L additionally testified that within approximately 30 minutes of leaving the clinic, claimant sent texts to E that included, "In Oregon if you are fired your employe[r] is legally required to provide your final paycheck by the end of the next business day," and that a named significant other would pick up her final paycheck, or the employer could deliver it to her home. Transcript at 20-21. L further testified that E replied to these texts, in relevant part: "You were not fired," and "Based on how you left. . . . we aren't sure if you're coming back or not. Are you quitting?" and that L left claimant two voicemails with similar content later that day. Transcript at 21-22. In rebuttal, claimant testified, "I did not text [E]," and when specifically asked if she denied sending E the text dated July 22, 2025 at 12:28 p.m., about an employer's obligations regarding final paychecks, claimant testified, "Yeah. I have no idea what it says." Transcript at 11. Claimant was also asked if she had "any further communication with [L] about [her] job" after she left the clinic on July 22, 2025, and claimant testified, "No. I went straight to the unemployment office. . . . he did call and. . . . leave me a message. . . . to have my significant other to come

and pick up my final paycheck. Which I thought was kind of odd because. . . why am I not allowed to come pick up. . . my paycheck?” Transcript at 9.

In weighing this conflicting evidence regarding the text messages, the specificity of information provided by L regarding the timing of the messages and their wording entitles his account to slightly greater weight than claimant’s testimony denying having sent or received the texts or being aware of their contents, and the facts have been found accordingly. In weighing the conflicting evidence regarding whether L told claimant to “leave and don’t come back,” both L and E testified that L did not say that, while claimant testified that he did. Because L’s testimony was corroborated by E, it is entitled to greater weight than claimant’s uncorroborated testimony, and the facts have been found accordingly. The weight of the evidence therefore supports that claimant could have continued working for the employer on and after July 22, 2025, but that claimant was unwilling to do so, as evinced by her leaving the clinic while L continued trying to discuss her employment, her failure to respond to the employer’s timely attempts to clarify that she had not been discharged, and her failure to report for work or contact the employer on July 23, 2025. Accordingly, the work separation was a voluntary leaving that occurred on July 22, 2025.

Voluntary Leaving. 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). “[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).

Claimant quit working for the employer based on a conversation with L that occurred on July 22, 2025. Claimant asserted that L discharged her during that conversation, but as discussed above, the weight of the evidence does not support that assertion. To the extent claimant may have misunderstood whether the employer discharged her during the conversation, the weight of the evidence shows that the employer clarified by text message and voicemail that she had not been discharged and that her job was still available to her through the following morning, and that she failed to respond to those messages or appear for work. Under these circumstances, a reasonable and prudent person of normal sensitivity, exercising ordinary common sense, would not have left work due to any potential misunderstanding regarding whether claimant had been discharged, or due to L’s statements about perceiving her as unhappy at work and that she need not work a notice period if she desired to quit. Moreover, claimant had the reasonable alternative of responding to the employer’s attempts to clarify whether she intended to quit and discussing their concerns about her performance.

Furthermore, because claimant maintained at hearing that she did not intend to quit work, she did not offer any other reasons for quitting work that could be considered a grave situation.¹ As such, claimant

¹ Claimant testified at hearing about an incident in June 2025 where L received notification from the Occupational Safety and Health Administration (OSHA) that an anonymous complaint had been filed against the clinic, and L vowed to “find out who did this. . . [and] ruin their lives and take everything that they have,” while “staring directly at” claimant, which caused her to feel “threatened.” Transcript at 10. Claimant prefaced this testimony by stating, “I don’t know if it’s relevant or not” and did not suggest that it factored into her decision to quit work a month later, or that it was discussed in the noontime conversation on July 22, 2025. Transcript at 10. Claimant asserted in her written argument that its relevance was to demonstrate a “clear

did not quit for a reason of such gravity that she had no reasonable alternative but to leave work, and therefore quit without good cause.

For these reasons, claimant voluntarily quit work without good cause and is disqualified from receiving unemployment insurance benefits effective July 20, 2025.

DECISION: Order No. 25-UI-315239 is affirmed.

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

DATE of Service: February 24, 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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motive for termination.” Claimant’s January 30, 2026 Written Argument at 3. However, as previously discussed, claimant was not discharged, and under the circumstances of the work separation no relevance to the good cause analysis is apparent from the record.



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 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 دستور العمل موجود در پایان آن، از دادگاه تجدید نظر اورگان درخواست تجدید نظر کنید.

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