

EMPLOYMENT APPEALS BOARD DECISION
2026-EAB-0123

Affirmed
Disqualification

PROCEDURAL HISTORY: On July 30, 2025, the Oregon Employment Department (the Department) served notice of an administrative decision concluding that claimant voluntarily quit work without good cause, and therefore was disqualified from receiving unemployment insurance benefits effective June 15, 2025 (decision # L0012167862).¹ Claimant filed a timely request for hearing. On January 7, 2026, ALJ Frank conducted a hearing, and on January 15, 2026 issued Order No. 26-UI-317127, affirming decision # L0012167862. On February 4, 2026, claimant filed an application for review with the Employment Appeals Board (EAB).

WRITTEN ARGUMENT: Claimant submitted written arguments on March 3 and 4, 2026, and the employer submitted a written argument on March 5, 2026. The employer did not state that they provided a copy of their argument to claimant as required by OAR 471-041-0080(2)(a) (May 13, 2019). Claimant also did not state that she provided a copy of her March 3, 2026 argument to the employer. Additionally, the employer's argument and both of claimants' arguments contained information that was not part of the hearing record, and did not show that factors or circumstances beyond the respective parties' 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 March 4, 2026 argument to the extent it was based on the record.

FINDINGS OF FACT: (1) One Way Painting, LLC employed claimant from January 1, 2025 through June 20, 2025. Claimant performed tasks such as payroll, data entry, and similar for the employer.

(2) Claimant suffered from "multiple autoimmune disorders" and irritable bowel syndrome (IBS). Transcript at 12. These conditions tended to be exacerbated by stress.

¹ Decision # L0012167862 stated that claimant was denied benefits from June 15, 2025 to November 15, 2025. However, decision # L0012167862 should have stated that claimant was disqualified from receiving benefits beginning Sunday, June 15, 2025 and until she earned four times her weekly benefit amount. See ORS 657.176.

(3) The owner of the business was claimant's brother-in-law. Before claimant began working for the employer, the owner's mother worked in the role that claimant later was hired for. The owner was not, himself, competent to handle duties, such as payroll, for which his mother and then claimant were responsible.

(4) During the week of June 16, 2025, the owner had planned a project in which he and his crew would be painting a bank. The only days on which the customer could allow them to paint the bank were Thursday, June 19, 2025, the Juneteenth holiday; and Sunday, June 22, 2025. Because the employer's crew did not wish to work on Sunday, the owner determined that they would have to complete the project on the holiday. The owner therefore offered the crew a completion bonus of \$100 per person if they were able to finish the job in a single day. On June 19, 2025, the crew completed the job as proposed, and the owner paid each person the promised bonus. Claimant, who was not part of the painting crew, did not receive a bonus.

(5) On the evening of June 20, 2025, claimant contacted the owner via text message, requesting that they meet the following Monday, June 23, 2025, to discuss some concerns she had about work. At the time, claimant "had been crying earlier that day... hadn't slept... [and] hadn't eaten," and therefore was not prepared to have the discussion with the owner that evening. Transcript at 6. However, the owner preferred to address the matter at that point and called claimant to discuss her concerns. After initially refusing to take the owner's call, claimant eventually picked up, and the two discussed claimant's concerns.

(6) During the June 20, 2025 phone call, claimant expressed to the owner that she was "upset" about a pay discrepancy between a recent hire and a long-term employee who was being paid \$3 per hour less than the recent hire. Transcript at 18. Claimant also told the owner that she wished to discuss with him all of the other employees' rates of pay, including hers. The owner told claimant that while he would discuss claimant's own compensation with her, he was not willing to discuss with her the matter of other employees' compensation. Claimant "didn't like that" response, and told the owner that if she did not receive a raise, she would "start training someone else" to replace her. Transcript at 19, 7. The parties had conflicting recollections as to how the call ended, with claimant recounting that the employer told her she was "done" or "done with his company" and employer denying he told claimant she was "done" and that claimant ended the call by hanging up on him.

(7) Shortly after the call ended, claimant and the owner began a text message conversation, as follows, in relevant part:

Claimant: Please make sure you get my final check prepared by Monday, as per Oregon law, which is the next business day.

Owner: So no two weeks? You're just going to quit?

Claimant: No, you fired me in anger when I was trying to do my job and talk to you about work.

Owner: Did not fire you, wouldn't, you quit.

Claimant: You said on the phone that I was done... I am sorry that your response to my concerns for doing business legally and being paid fairly was to fire me. But I can accept your behavior because I expected it based on previous conversations. Best of luck with your business and your new office hire.

Owner: I'm done texting. I'll take it up with the employment office. I won't be strong-armed by anyone. [Claimant], first, you are not fired. I do not want to lose you. However, if you want to quit or turn in your notice, remaining for two weeks would be appreciated. As I still have payroll to get done next week. I will expect you at the shop Monday. If you don't show up, then I'll assume you quit. We can talk on Monday. I really want to work this out and hear what you are saying when tensions are not so high.

Claimant: I am moving forward based on your words and actions. It is sad and disappointing, but life has consequences and isn't fair. I hope you can learn to manage your anger better. I will not be there on Monday. That is based on being fired by you earlier today. I am sorry. You realize your words have consequences and will impact your company. You can call Paychex. They will help you with payroll, but I need my name and information removed from all the accounts immediately.

Owner: I did not fire you, end of discussion.

Transcript at 21–23. Claimant did not work for the employer thereafter.

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 contested the nature of the work separation, although the record is clear that the work separation occurred during or shortly after the June 20, 2025 phone call between claimant and the owner. At hearing, both parties gave conflicting testimony regarding what was said during the phone call. For instance, claimant testified that after the owner asked her, during the call, what she was seeking, she “asked for either a raise or to start training someone else, to which [the owner] said, ‘I’m going to stop you right there. You’re done.’ And I said, ‘[T]hat’s fine. I’ll collect my things.’” Transcript at 7. After the ALJ asked claimant if the owner had told her that she was discharged, however, claimant changed her testimony to indicate that the owner had said to her, “You’re done *with my company*.” Transcript at 8 (emphasis added). By contrast, the owner testified that he “never said” that claimant was “done or [was] done with [his] company.” Transcript at 20. As such, the evidence is equally balanced as to whether or not the owner made such a statement during the call. Because neither party bears the burden of proof regarding the nature of the work separation, a finding as to whether that statement was

made during the call cannot be made, and other evidence must be considered to determine whether claimant quit or was discharged.

At hearing, the ALJ asked claimant if she was “only willing to continue working there if [she] got a raise or [the employer] started training someone else.” Transcript at 10. In response, claimant testified, “Well, if I wasn’t going to be compensated or given the same benefits as other employees, I was not willing to maintain working there.” Transcript at 10. Additionally, in the text message following the call, claimant not only asserted her belief that she had been discharged, but expressed a ready acceptance of those perceived circumstances and an unwillingness to continue working for the employer.

By contrast, the owner repeatedly told claimant that she had *not* just been discharged, that he still had work he needed her to complete, and that he wished to resolve the matter by discussing it further on the following Monday. Had the owner just discharged claimant, it is unlikely that he would have then immediately gone through such effort to deny the discharge, explain to claimant that she still had a job, offer to continue discussion and express desire that if claimant were quitting work that she at least continue working through a notice period.

The owner’s above statements during the text message conversation show that he was willing to allow claimant to continue working for him for an additional period of time. By contrast, claimant’s statements during the text message conversation show that she was no longer willing to continue working for the employer for an additional period of time. This is further supported by the fact that claimant initiated the phone conversation to voice her dissatisfaction with the employer and that claimant essentially posed an ultimatum to the owner during the phone call in which she suggested she would start training a replacement if she did not receive a raise. This shows that claimant was no longer willing to continue working for the employer according to the terms under which she was working. As such, the work separation was a voluntary leaving which occurred on June 20, 2025.

Voluntary Quit. 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 Depart.*, 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 Depart.*, 348 Or 605, 612, 236 P3d 722 (2010). Claimant had multiple autoimmune disorders and irritable bowel syndrome, permanent or long-term “physical or mental impairments” as defined at 29 CFR §1630.2(h).

Claimant voluntarily quit work following a discussion she had initiated with the owner regarding her dissatisfaction with her and other employees’ compensation, and which concluded in claimant erroneously believing that she had been discharged. Claimant maintained this assertion at hearing, and therefore did not explicitly state why she had decided to quit.

It can be inferred from the record that claimant was motivated, at least in part, to quit because of her dissatisfaction with her and other employees' compensation.² To the extent that claimant quit because of her dissatisfaction with *other* employees' compensation, claimant has not shown that this was a situation of such gravity that she had no reasonable alternative but to quit, as she did not show that the concern materially affected her in any way. Similarly, while claimant's apparent desire for a raise was understandable, she did not show that a reasonable and prudent person suffering from her chronic conditions would have left work if they did not receive one.

Claimant also asserted at hearing that she had been performing work for the employer without pay and had not been receiving breaks at work. Transcript at 9–11. The owner rebutted or otherwise cast doubt on the first two assertions, by testifying, for example, that claimant took a 45-minute break to walk dogs with the owner's mother during every workday; that claimant "self-managed" her work schedule; and that claimant never told him that she had been working without pay, and in fact ran payroll herself. Transcript at 24, 26. Thus, the record does not show, by a preponderance of the evidence, that claimant was working without breaks or pay.

Even if it did so show, however, claimant had the reasonable alternative of making a good-faith effort to resolve these issues with the owner before deciding to quit. While the record indicates that claimant made some effort to do so by initiating the June 20, 2025 discussion with the owner, it also shows that she rebuffed the owner's repeated attempts to keep her on staff and discuss the matter calmly at a later date. A reasonable and prudent person, even one suffering from claimant's chronic conditions, would have made such a good-faith effort before deciding to leave work for these reasons. Because claimant did not do so, she failed to seek reasonable alternatives to quitting.

For the above reasons, claimant did not meet her burden to show that she voluntarily quit work for a reason of such gravity that she had no reasonable alternative but to quit. Claimant therefore voluntarily quit work without good cause, and is disqualified from receiving unemployment insurance benefits effective June 15, 2025.

DECISION: Order No. 26-UI-317127 is affirmed.

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

DATE of Service: March 23, 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.

² The record also suggests that claimant's chronic conditions might have been exacerbated by stress she was experiencing at work, but it record does not show either that claimant quit *because* of such concerns, such that it would be considered a proximate cause of her decision to quit. As such, whether this constituted a grave situation, or whether claimant sought reasonable alternatives to quitting for this reason, are not considered here.

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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 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

ទោរទោស – តម្រូវការនេះមិនមែនជាភារកិច្ចរបស់រដ្ឋបាលនោះទេ។ បើលោកអ្នកមិនយល់អំពីសេចក្តីសម្រេចនេះ សូមទាក់ទងគណៈកម្មការឧទ្ធរណ៍ការងារភ្លាមៗ។ ប្រសិនបើលោកអ្នកមិនយល់ស្របចំពោះសេចក្តីសម្រេចនេះទេ លោកអ្នកអាចដាក់ពាក្យប្តឹងសុំឲ្យមានការពិនិត្យរឿងក្តីឡើងវិញជាមួយតុលាការឧទ្ធរណ៍រដ្ឋ Oregon ដោយអនុវត្តតាមសេចក្តីណែនាំដែលសរសេរនៅខាងចុងបញ្ចប់នៃសេចក្តីសម្រេចនេះ។

Arabic

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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
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