

EMPLOYMENT APPEALS BOARD DECISION
2026-EAB-0138

Reversed & Remanded

PROCEDURAL HISTORY: On December 2, 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 September 21, 2025 (decision # L0014508842).¹ Claimant filed a timely request for hearing. On January 28, 2026, ALJ Andersen conducted a hearing, and on February 3, 2026, issued Order No. 26-UI-318976, concluding that claimant voluntarily quit work without good cause and was disqualified from receiving benefits effective September 21, 2025.² On February 10, 2026, claimant filed an application for review with the Employment Appeals Board (EAB).

WRITTEN ARGUMENT: Claimant submitted written arguments on February 10 and 17, 2026. EAB did not consider claimant's February 10, 2026 written argument because claimant did not state that she provided a copy of her argument to the employer as required by OAR 471-041-0080(2)(a) (May 13, 2019). Both arguments 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. Under ORS 657.275(2) and OAR 471-041-0090 (May 13, 2019), EAB considered only information received into evidence at the hearing.

The parties may offer new information, such as the documents attached to claimant's written arguments, into evidence at the remand hearing. At that time, the ALJ will determine if the new information will be admitted into the record. The parties must follow the instructions on the notice of the remand hearing about documents they wish to have considered at the hearing. These instructions will direct the parties to provide copies of such documents to the ALJ and the other parties before the hearing at their addresses

¹ Decision # L0014508842 stated that claimant was denied benefits from September 21, 2025 to October 17, 2026. However, decision # L0014508842 should have stated that claimant was disqualified from receiving benefits beginning Sunday, September 21, 2025 and until she earned four times her weekly benefit amount. *See* ORS 657.176.

² Order No. 26-UI-318976 contained a typographical error apparently leaving a fillable date field for the disqualification date blank. Specifically, the order stated, "Claimant is subject to disqualification from benefits under ORS 657.176(2)(c) effective , until requalified under Employment Department law." Order No. 26-UI-318976 at 3. The order is presumed to have intended to state that the disqualification date was effective September 21, 2025.

on the certificate of mailing for the notice of hearing. To be admissible into evidence, it is essential that any such documents be served on the other parties before hearing.

FINDINGS OF FACT: (1) Legacy Emanuel Hospital and Health Center employed claimant from February 24, 2025 until September 22, 2025.

(2) The employer paid claimant about \$48 per hour, and claimant typically worked 20 to 25 hours per week.

(3) On September 5, 2025, a prospective employer, PeaceHealth, offered claimant a job. The terms of the offer were that the job was to be a full-time position and pay \$146,000 annually. The job was to be a permanent position to continue indefinitely. The offer was dependent upon claimant successfully completing certain contingencies, such as a criminal background check and drug test. The PeaceHealth job was to have a new hire orientation scheduled to occur on October 6, 2025.

(4) On September 8, 2025, claimant gave notice to the employer of her intent to resign effective September 22, 2025, so that she could accept the offer of other work from PeaceHealth.

(5) In September 2025, claimant successfully completed the contingencies upon which the PeaceHealth job offer was dependent.

(6) On September 22, 2025, claimant quit working for the employer, as planned.

(7) On September 26, 2025, claimant received a message from PeaceHealth listing the welcome and orientation activities planned for October 6, 2025. After receiving the September 26, 2025 message, claimant “proceeded to prepare for the role at PeaceHealth, met with [her] supervisor, met with the incumbent for the position” and “got access to [her] work emails [and] checked all [her] work emails.” Audio Record at 12:30 to 12:45.

(8) On October 3, 2025, PeaceHealth advised claimant that, “due to organizational restructuring,” the PeaceHealth job “has been eliminated.” Audio Record at 13:05.

(9) On October 17, 2025, PeaceHealth sent claimant a survey of the type that is sent to departing employees when their employment with the organization ends.

CONCLUSIONS AND REASONS: Order No. 26-UI-318976 is reversed, and this matter remanded for further proceedings consistent with this order.

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 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, Unemployment Insurance Policy Guide at 118 (December 2025) (emphasis in original).

Claimant quit working for the employer to accept the job with PeaceHealth. Claimant therefore quit work to accept an offer of other work, which means that OAR 471-030-0038(5)(a) governs whether claimant voluntarily left work with good cause. The order under review concluded that claimant voluntarily quit work without good cause because claimant gave notice of her intent to quit work before fulfilling the contingencies upon which the PeaceHealth job offer was dependent. Order No. 26-UI-318976 at 3. The record as developed does not support that claimant voluntarily quit work without good cause.

In a voluntary leaving case, the focus typically is upon the date an individual actually leaves work, rather than upon the date that they give notice of their intent to quit. The order erred in requiring claimant to have completed the job offer contingencies by the date claimant gave notice of her intent to quit, September 8, 2025. Instead, to satisfy the definiteness requirement of OAR 471-030-0038(5)(a), claimant needed only to have completed the contingencies by the date she actually voluntarily left work, September 22, 2025. At hearing, claimant testified that she completed the contingencies in September 2025, but it remains unknown whether the contingencies were fulfilled by September 22, 2025. Audio Record at 9:35. On remand, the ALJ should ask questions to determine what specific contingencies were required to be completed and when precisely claimant fulfilled each of those contingencies. The ALJ should ask about each such test or check and inquire on what date each was passed or resolved.

Remand is also necessary to develop the record as to whether the PeaceHealth job began in the shortest time reasonable under the individual circumstances. The record shows that claimant quit working for the employer on September 22, 2025 and that the job with PeaceHealth was to start at an unspecified time that was no later than the October 6, 2025 orientation date, but may have begun earlier, given claimant’s testimony that after September 26, 2025 she “proceeded to prepare for the role at PeaceHealth, met with [her] supervisor, met with the incumbent for the position” and “got access to [her] work emails [and] checked all [her] work emails.” Audio Record at 12:30 to 12:45. That claimant’s employment with PeaceHealth may have begun earlier than October 6, 2025 is also suggested by the facts that the October 3, 2025 message from PeaceHealth was phrased as though her then existing job had been eliminated, rather than a future job that had not yet begun, and that she received an employee survey of the type that is sent to departing employees when their employment with the organization ends.

Accordingly, on remand, the ALJ should make inquiries to develop when exactly claimant’s employment with PeaceHealth began, if at all. The ALJ should ask questions to clarify when claimant’s official PeaceHealth start date was to occur; when claimant engaged in employment activities prior to

October 6, 2025, whether there was an on-boarding process or pre-orientation that occurred prior to October 6, 2025, and, if so, when; and whether claimant was required to accept the offer of work from PeaceHealth before she could submit for required drug testing, background checks, or other contingencies. The ALJ should inquire whether PeaceHealth paid claimant for any of the activities claimant engaged in after September 26, 2025 to prepare for the new job, such as checking emails and the like, to determine whether she actually did begin working for PeaceHealth. Once it is determined when, if at all, the work for PeaceHealth began, the ALJ should ask questions to determine whether this date was the shortest time from the September 22, 2025 quit date that is reasonable under the individual circumstances.

It should be emphasized that this element of the OAR 471-030-0038(5)(a) analysis requires one to assess the reasonableness of the length of time through the lens of the claimant's *individual circumstances*, and so it should not be assumed that it is required for a claimant to quit on the absolute last day they potentially could have worked before the new job's start date. In assessing whether the PeaceHealth job began in the shortest time reasonable under the individual circumstances, it is helpful to consider whether the amount of time taken between the jobs was necessary or, rather, was merely taken as leisure time. Where vacation time at the new job is unlikely to be available, it may be possible to view time allocated between jobs for leisure purposes as not unreasonable, depending on the individual circumstances.

The ALJ should inquire why claimant chose September 22, 2025 as her departure date from the employer, and whether claimant could have left work for the employer closer in time to the start date of the PeaceHealth job. The ALJ should ask claimant what matters she attended to in the period between quitting work and the start date for PeaceHealth, such as whether she had personal appointments scheduled or completed important errands or other personal business during that time. The ALJ should inquire whether claimant would get vacation time at the PeaceHealth job. The ALJ should also ask whether claimant used the period between quitting work and the start date of the PeaceHealth job to take a vacation or engage in leisure activities.

Turning to the remaining elements of OAR 471-030-0038(5)(a), the record was sufficiently developed to confirm that they were met. First, the PeaceHealth offer was for a permanent position that was to continue indefinitely, and so was reasonably expected to continue. Second, the PeaceHealth job paid an amount greater than the work claimant left. The PeaceHealth job paid the equivalent of \$70.19 per hour at 40 hours per week.³ Claimant's job working for the employer paid about \$48 per hour at 20 to 25 hours per week. The PeaceHealth job's pay of \$70.19 per hour at 40 hours per week was more than the employer's pay of about \$48 per hour at 20 to 25 hours per week. On remand, further inquiry into the two elements of OAR 471-030-0038(5)(a) discussed in this paragraph is unlikely to be necessary.

As stated in the "Written Argument" section above, to the extent claimant wishes to have documentary evidence, such as her PeaceHealth offer letter, admitted into evidence, she must follow the instructions contained on the notice of the remand hearing, which, among other things, will require claimant to serve the documents on the employer before the start of the hearing.

³ \$146,000 annually divided by 2,080 hours to be worked in a year equals \$70.19 per hour.

ORS 657.270 requires the ALJ to give all parties a reasonable opportunity for a fair hearing. That obligation requires the ALJ to ensure that the record developed at the hearing shows a full and fair inquiry into the facts necessary to consider all the issues before the ALJ. ORS 657.270(3); *see accord Dennis v. Employment Division*, 302 Or 160, 728 P2d 12 (1986). Because further development of the record is necessary to decide whether claimant voluntarily quit work with good cause, Order No. 26-UI-318976 is reversed and this matter remanded to the Office of Administrative Hearings for another hearing and order.

DECISION: Order No. 26-UI-318976 is set aside, and this matter remanded for further proceedings consistent with this order.

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

DATE of Service: March 26, 2026

NOTE: The failure of any party to appear at the hearing on remand will not reinstate Order No. 26-UI-318976 or return this matter to EAB. Only a timely application for review of the order mailed to the parties after the remand hearing will return this matter to EAB.

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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

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.

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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