

EMPLOYMENT APPEALS BOARD DECISION
2026-EAB-0272

Affirmed
Disqualification

PROCEDURAL HISTORY: On December 23, 2025, the Oregon Employment Department (the Department) served notice of an administrative decision concluding that claimant quit working for the employer without good cause and was disqualified from receiving benefits from November 16, 2025 to November 21, 2026 (decision # L0014933913). Claimant filed a timely request for hearing. On February 25, 2026, ALJ Naylor conducted a hearing, and on February 26, 2026, issued Order No. 26-UI-321557, modifying decision # L0014933913 by concluding that claimant quit work without good cause and was disqualified from receiving benefits effective November 16, 2025, and until requalified under Department law. On March 18, 2026, claimant filed an application for review with the Employment Appeals Board (EAB).

WRITTEN ARGUMENT: Claimant's argument contained information that was not part of the hearing record and did not show that factors or circumstances beyond claimant's reasonable control prevented him 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. EAB considered any parts of claimant's argument that were based on the hearing record.

FINDINGS OF FACT: (1) Oregon Medical Centers, LLC employed claimant as a salesperson from January 2024 through November 21, 2025.

(2) The employer had offices in Salem and Aloha, Oregon, which provided elective medical treatments. For most of claimant's employment, he was the sole salesperson in Salem, and "T" was the sole salesperson in Aloha. Claimant was paid on a commission basis with a guaranteed minimum of \$15.50 per hour. In addition, the salespeople could conduct seminars at other locations for which they would be

paid \$100, plus \$10 for every lead generated. Claimant and T were generally assigned all leads that walked into their respective office, except that if a lead they generated from their own seminar went to the other office, that salesperson could travel to the other office to make the sale to that customer, and would be entitled to that commission.

(3) In late September or early October 2025, the employer hired an additional salesperson, “Y,” and assigned him to the Salem office. The employer’s plan was to train Y in anticipation of expanding the business and opening a third Oregon location. Y was assigned some of the Salem customers who otherwise would have been assigned to claimant, aside from the leads claimant generated from his own seminars, and Y was assigned all of Salem’s customers during the last week of October 2025 while claimant was on vacation. These events caused claimant to close approximately 20 sales in October 2025, while he typically averaged approximately 30, and his overall commissions for the month experienced a corresponding decrease.

(4) In November 2025, claimant complained to the employer’s owner about Y’s hire and its effect on claimant’s commissions. The owner suggested that claimant be reassigned to the Aloha office, while T would be reassigned to the Salem office and split walk-in leads with Y. Additionally, claimant’s commission rate on Aloha customers would increase if he accepted the reassignment. On Friday, November 14, 2025, the parties agreed on these changes, and that they would take effect on Monday, November 17, 2025. The owner submitted a draft amended employment agreement reflecting the changes to her attorney, and the attorney continued to review it as of November 21, 2025.

(5) Claimant and the employer had differing understandings regarding how seminar leads would be handled after reaching the reassignment agreement. Claimant believed that he would be assigned to any customer coming to the Aloha office, even if that customer had attended a seminar conducted by one of the other salespeople. However, the owner did not intend to make any changes to the existing policy, and therefore if a salesperson generated a lead at a seminar, they could continue to make the sale to that customer at either office.

(6) After November 14, 2025, claimant declined to conduct further seminars because, based on his belief that the seminar lead policy had changed, he saw little financial benefit in doing them. In claimant’s view, he would be assigned any customer coming to the Aloha office, and Y or T to any customer coming to the Salem office, regardless of whether the customer had attended a seminar. Claimant therefore stood to gain only the \$100 seminar fee plus \$10 per lead generated, which claimant felt was not worth his time. Claimant last conducted a seminar on November 11, 2025. Y began conducting seminars after claimant stopped doing them.

(7) On November 20, 2025, an office manager texted claimant to notify him that Y was conducting a seminar that evening in a location that was likely to generate leads for the Aloha office, and suggested that claimant attend because if he did not, Y would be entitled to travel to Aloha to close sales from those leads. Claimant responded, in relevant part, “We clearly agreed that I have Aloha 100% to me.” Exhibit 1 at 8. The two continued to discuss the matter by text, with the office manager apparently in communication with the owner during that time. The office manager concluded the conversation by writing, “[The owner] wants me to let you know she’s going to have her attorney look at the contract and that’s the end of that[.]” Exhibit 1 at 10.

(8) On November 21, 2025, claimant texted the owner, “I’ve tried calling you several times in fact you picked up then hung up so it sounds like you’re avoiding me. I wanted to let you know that this arrangement you set up isn’t working for me so effective immediately I’m tendering my resignation.” Exhibit 1 at 11. The owner replied, accepting the resignation, and claimant did not work for the employer thereafter.

CONCLUSIONS AND REASONS: Claimant quit work without 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 due to a reduction in pay has left work without good cause unless “the newly reduced rate of pay is ten percent or more below the median rate of pay for similar work in the individual’s normal labor market area. The median rate of pay in the individual’s labor market shall be determined by employees of the Employment Department adjudicating office using available research data compiled by the department.” OAR 471-030-0038(5)(d).

* * *

(A) This section applies only when the employer reduces the rate of pay for the position the individual holds. It does not apply when an employee’s earnings are reduced as a result of transfer, demotion or reassignment.

(B) An employer does not reduce the rate of pay for an employee by changing or eliminating guaranteed minimum earnings, by reducing the percentage paid on commission, or by altering the calculation method of the commission.

* * *

(D) If the Employment Department cannot determine the median rate of pay, the provisions of OAR 471-030-0038(4) apply.

* * *

Claimant quit work due to his dissatisfaction with recent changes that he believed would have negatively impacted his overall compensation. Claimant was paid on a commission basis with guaranteed minimum earnings. Under the proposed changes in November 2025, claimant was reassigned from the Salem office to the Aloha office, the guaranteed minimum earnings remained the same, and claimant’s commission rate on sales made at the Aloha office increased. Even if claimant’s overall compensation may have decreased due to closing fewer sales when these changes were applied, it would not have

constituted a decrease in his *rate of pay*.¹ Therefore, OAR 471-030-0038(5)(d) is inapplicable, and the standard good cause analysis set forth in OAR 471-030-0038(4) applies.

The record shows that claimant's dissatisfaction regarding his earning potential began with the employer hiring Y and assigning him to the Salem office. However, on November 14, 2025, claimant and the employer each believed they reached an agreement that satisfactorily addressed claimant's concerns. By November 20, 2025, it had become apparent to the parties that they had differing understandings of one aspect of the agreement, with claimant believing that leads generated from seminars would thereafter be assigned to salespeople strictly based on the office location selected by the customer, while the employer did not intend to change the existing policy of such leads being assigned to the salesperson present at the seminar regardless of which office the customer ultimately selected for treatment. This difference in understanding apparently led claimant to stop doing seminars as of the week of November 11, 2025, which likely would have decreased the amount and percentage of leads he was assigned in Aloha, and his corresponding overall commission-based compensation. On November 20 and 21, 2025, claimant attempted to discuss the matter with the owner. Claimant quit work on November 21, 2025 without such a discussion having been held.

The record suggests that claimant had been satisfied with the employer's policies affecting his compensation throughout most of the time he worked for the employer. It is understandable that claimant was unhappy with the addition of a second salesperson to the Salem office, and therefore requested reassignment and other changes in pursuit of maintaining the same level of overall compensation. The employer was willing to negotiate these changes, agreeing on November 14, 2025 to claimant's reassignment to the Aloha office and an increase in his commission rate for Aloha customers. However, when claimant learned on November 20, 2025 that the employer apparently intended to maintain the existing policy regarding the assignment of leads generated from seminars, claimant viewed this as a breach or repudiation of the November 14, 2025 agreement. Under these circumstances, the lack of agreement on this subject, and any resulting effect on claimant's compensation, would not cause a reasonable and prudent person of normal sensitivity, exercising ordinary common sense, to leave work when claimant did. Given the employer's demonstrated openness to negotiating claimant's employment terms to resolve his compensation concerns, and that the draft amendment to the employment agreement remained under review by the owner's attorney, a reasonable and prudent person would have waited until this specific concern was fully discussed and negotiated with the owner before deciding to quit work. The owner's failure to arrange such a discussion within a day of claimant raising his concern could not reasonably be construed as a refusal to discuss or negotiate the matter. Therefore, claimant did not face a grave situation at the time he quit work.

Furthermore, even if claimant had faced a grave situation, he had a reasonable alternative to leaving work when he did. The reassignment of offices and claimant's new compensation structure had been in effect less than one week at the time he quit work, and the issue of which salespeople would benefit from seminar-generated leads remained unresolved. Claimant anticipated earning significantly less in November 2025 than he had averaged in months prior to October 2025, though this could, in part, be explained by the reassignment having occurred half-way through the month. It would have been a

¹ Additionally, these changes to compensation structure came about as a direct result of the employer reassigning claimant and T to different offices, and OAR 471-030-0038(5)(d) is also inapplicable for that reason. Due to the inapplicability of OAR 471-030-0038(5)(d), claimant's arguments that his overall compensation may have fallen below the median rate of pay for similar work in his labor market area are not relevant to the good cause analysis. *See* Claimant's Written Argument at 2-3.

reasonable alternative to quitting for claimant to continue working long enough to see what the effects of the reassignment would actually be on his overall earnings, particularly by first resolving the uncertainty over seminar-generated leads. If the employer ultimately maintained the existing policy of the salesperson attending the seminar retaining any leads generated there, regardless of which office the customer selected for their treatment, claimant may have chosen to resume attending seminars, potentially securing for himself most or all of Aloha's customers, while gaining additional seminar-generated leads for himself in Salem. If the employer changed the policy such that claimant would have been assigned to all customers at the Aloha office, even if referred through another salesperson's seminar, claimant would have gotten what he believed he had bargained for on November 14, 2025. It therefore would have been a reasonable alternative to leaving for claimant to resolve how the employer would assign seminar-generated leads going forward, and to continue working long enough to determine the cumulative effects of the recent changes on his overall compensation. Accordingly, claimant did not leave work for a reason of such gravity that he had no reasonable alternative but to quit when he did, and therefore quit without good cause.

For these reasons, claimant quit work without good cause and is disqualified from receiving benefits effective November 16, 2025.

DECISION: Order No. 26-UI-321557 is affirmed.

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

DATE of Service: April 29, 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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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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El Departamento de Empleo de Oregon es un programa que respeta la igualdad de oportunidades. Disponemos de servicios o ayudas auxiliares, formatos alternos y asistencia de idiomas para personas con discapacidades o conocimiento limitado del inglés, a pedido y sin costo.