

**EMPLOYMENT APPEALS BOARD DECISION**  
**2026-EAB-0324**

*Reversed & Remanded*

**PROCEDURAL HISTORY:** On February 6, 2026, the Oregon Employment Department (the Department) served notice of an administrative decision concluding that claimant quit work without good cause, disqualifying claimant from receiving benefits effective November 16, 2025 (decision # L0015888131).<sup>1</sup> On February 6, 2026, claimant filed a timely request for hearing. On March 25, 2026, ALJ Monroe conducted a hearing, and on April 2, 2026 issued Order No. 26-UI-325940, affirming decision # L0015888131. On April 3, 2026, claimant filed an application for review with the Employment Appeals Board (EAB).

**WRITTEN ARGUMENT:** Claimant submitted a written argument on April 14, 2026 by email. 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 the parts of claimant's argument that were based on the hearing record.

**FINDINGS OF FACT:** (1) Wilsonville Chevrolet, Inc. employed claimant as a service advisor at their car dealership from April 22, 2024 until November 22, 2025.

(2) In early- to mid-November 2025, a different employer, Landmark Ford, offered claimant a job to work as a service advisor at their car dealership. The terms of the offer were that the job was to be a 44 hour-per-week permanent position, and pay \$39 per hour. The job was to start on November 29, 2025, one week from November 22, 2025. The job offer was contingent upon claimant successfully passing a drug test and background check.

<sup>1</sup> Decision # L0015888131 stated that claimant was denied benefits from January 4, 2026 to January 2, 2027. However, as decision # L0015888131 stated that claimant quit on November 22, 2025, the administrative decision should have stated that claimant was disqualified from receiving benefits beginning Sunday, November 16, 2025 and until he earned four times his weekly benefit amount. See ORS 657.176.

(3) In the period after being offered the Landmark Ford job, but before separating from the employer, claimant may have submitted to and passed the drug test and background check for the Landmark Ford job.

(4) On November 15, 2025, claimant gave the employer notice of his intent to resign effective November 22, 2025. On November 22, 2025, claimant quit working for the employer, as planned.

(5) In late November 2025, after he quit working for the employer but before his November 29, 2025 Landmark Ford start date, Landmark Ford called claimant. In the call, Landmark Ford told claimant that they were going to postpone his start date to enable them to place him on a particular team of service advisors. Claimant's start date for Landmark Ford was changed to on or about December 22, 2025.

(6) About a week before claimant's start date with Landmark Ford, claimant submitted to a background check for Landmark Ford. On or about December 22, 2025, claimant started working for Landmark Ford. On claimant's first or second day working there, he submitted to and passed a drug test for Landmark Ford.

(7) Claimant later filed an initial claim for unemployment insurance benefits. The Department determined that claimant had a monetarily valid claim for benefits with a weekly benefit amount of \$872.<sup>2</sup>

**CONCLUSIONS AND REASONS:** Order No. 26-UI-325940 is set aside, 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 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 . . . [j]ob title/a description of the job duties[,] [c]onditions of hire [such as] [e]xpected start date, rate of pay, hours/days, [and] required equipment such as tools/uniforms/license, etc. . . . Offers of work are **not definite** if they are contingent

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<sup>2</sup> EAB has taken notice of this fact, which is contained in Employment Department records. OAR 471-041-0090(1). Any party that objects to EAB taking notice of this information must send their objection to EAB in writing, stating why they object, within ten days of EAB mailing this decision. OAR 471-041-0090(2). Unless EAB receives and agrees with the objection, the noticed fact(s) will remain in the record.

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, Unemployment Insurance Policy Guide at 109 (revised January 2026) (emphasis in original).

The order under review concluded that claimant quit work without good cause under OAR 471-030-0038(5)(a), reasoning that the Landmark Ford job offer was subject to unfulfilled contingencies at the time claimant left work for the employer because claimant passed a drug test and background check for the Landmark Ford job only after he quit working for the employer. Order No. 26-UI-325940 at 3. The record as developed does not support this conclusion.

At hearing, claimant’s testimony regarding the timing of when he submitted to and passed the drug test and background check was unclear. It is possible to discern that claimant testified that he completed a background check after quitting work for the employer, a week before his start date with Landmark Ford on or about December 22, 2025. Transcript at 10. It is also possible to discern that claimant testified that he submitted to a drug test his first or second day after starting at Landmark Ford on or about December 22, 2025. Transcript at 9. However, claimant testified that, after he quit working for the employer, Landmark Ford changed his start date from November 29, 2025 to on or about December 22, 2025. Transcript at 10. It is possible that, when claimant and Landmark Ford understood the job to start on November 29, 2025, claimant had completed the drug test and background check and that those contingencies were fulfilled before claimant quit working for the employer, and that the testimony elicited from claimant chronicled above may have related to a potential second round of drug tests and background checks that Landmark Ford may have decided to impose after postponing claimant’s start date.

If, before leaving work, claimant had completed the drug test and background check for the Landmark Ford job when he and Landmark Ford intended claimant to begin work on November 29, 2025, an additional round of drug tests and background checks prompted by Landmark Ford’s decision, after claimant quit working for the employer, to postpone claimant’s start date would *not* constitute unfulfilled contingencies that would render Landmark Ford’s job offer indefinite and result in a conclusion that claimant quit work without good cause under OAR 471-030-0038(5)(a). As the questioning at hearing did not rule out this possibility, remand is warranted to develop the record on this point.

On remand, the ALJ should ask questions to confirm whether claimant submitted to and passed the drug test and background check for the Landmark Ford job before he quit working for the employer. If so, the ALJ should further inquire what claimant meant by his references to completing a background check a week before his start date and a drug test on his first or second day at Landmark Ford, such as whether they were second rounds of tests that Landmark Ford decided to impose because they had postponed claimant’s start date to on or about December 22, 2025, or any other explanation, as applicable.

Otherwise, the existing record shows that claimant met the other elements of OAR 471-030-0038(5)(a). First, the Landmark Ford job began in the shortest time reasonable under the individual circumstances. The Landmark Ford job was to begin on November 29, 2025, one week from the November 22, 2025 date claimant quit working for the employer. Enabling a one-week period before the start of new employment was reasonable for claimant to attend to personal business or other non-leisure tasks. That, after claimant quit working for the employer, Landmark Ford later postponed claimant’s start date to on

or about December 22, 2025 is immaterial. This is because the controlling start date was that included as part of Landmark Ford's offer of work to claimant and that which claimant and Landmark Ford had in mind as of when claimant quit working for the employer.

Second, the Landmark Ford job was reasonably expected to continue. At the time the Landmark Ford job was offered to claimant and as of when he quit working for the employer, the job was intended to be a permanent position that would continue indefinitely, as opposed to a seasonal job or a job of limited duration.

Finally, the Landmark Ford job paid an amount greater than claimant's weekly benefit amount. The Landmark Ford job paid \$39 per hour at 44 hours of work per week, which equals \$1,716 per week. Claimant's weekly benefit amount was \$872. Thus, the Landmark Ford job's pay of \$1,716 per week was more than the \$872 weekly benefit amount.

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-325940 is reversed and this matter remanded to the Office of Administrative Hearings for another hearing and order.

**DECISION:** Order No. 26-UI-325940 is set aside, and this matter remanded for further proceedings consistent with this order.

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

**DATE of Service:** May 15, 2026

**NOTE:** The failure of any party to appear at the hearing on remand will not reinstate Order No. 26-UI-325940 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.

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