EO: Intrastate
BYE: 26-Dec-2026

State of Oregon
Employment Appeals Board
875 Union St. N.E.
Salem, OR 97311

873
VQ 005.00

EMPLOYMENT APPEALS BOARD DECISION
2026-EAB-0342

Reversed & Remanded

PROCEDURAL HISTORY: On February 10, 2026, 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 December 28, 2025 (decision # L0015992852).[1] Claimant filed a timely request for hearing. On March 30, 2026, ALJ Andersen conducted a hearing, and on April 6, 2026 issued Order No. 26-UI-326159, affirming decision # L0015992852.[2] On April 9, 2026, claimant filed an application for review with the Employment Appeals Board (EAB).

EVIDENTIARY MATTER: EAB has considered additional evidence when reaching this decision under OAR 471-041-0090(1) (May 13, 2019). The additional evidence consists of claimant's documents originally submitted as Exhibit 1, but not admitted to the record by the ALJ because the employer did not receive a copy of the documents. This evidence, which is necessary to complete the record under OAR 471-041-0090(1)(a), has been marked as EAB Exhibit 1, and provided to the parties with this decision. Any party that objects to EAB taking notice of this information must send their objection to EAB in writing, saying 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 exhibit will remain in the record.

[1] Decision # L0015992852 stated that claimant was denied benefits from December 28, 2025 to December 26, 2026. However, decision # L0015992852 should have stated that claimant was disqualified from receiving benefits beginning Sunday, December 28, 2025 and until she earned four times her weekly benefit amount. *See* ORS 657.176.

[2] The order under review stated that claimant was disqualified from benefits effective December 30, 2025. Order No. 26-UI-326159 at 3. However, as December 30, 2025 was a Tuesday, and benefit disqualifications begin on the Sunday of the week in which the work separation took place, it is presumed that the order under review intended to state that claimant was disqualified from benefits effective Sunday, December 28, 2025.

WRITTEN ARGUMENT: Claimant's argument[3] 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), and with the exception of EAB Exhibit 1, above, 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.

The parties may offer new information, such as the new information in claimant's written argument, 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 on the certificate of mailing for the notice of hearing.

FINDINGS OF FACT: (1) CareOregon, Inc. employed claimant as an "[e]mployee connection specialist" from May 23, 2012 through December 31, 2025. Transcript at 4.

(2) For most of her tenure with the employer, claimant worked full time. In July 2025, the employer laid off approximately 100 of their employees. While claimant was subject to an involuntarily layoff at that time, the employer offered to claimant the choice of either taking a voluntary layoff with a severance package; or remaining employed in the same role, but reclassified as a part-time employee working 20 hours per week. The employer told claimant that if she remained employed working part-time, she would continue to be eligible for her various benefits, including paid time off (PTO) accrual, health insurance, and life insurance. Claimant chose the latter option, and continued to work for the employer part-time in her employee connection specialist role, working Monday through Wednesday of each week. The employer did not have more than 20 hours per week of work for claimant in that role.

(3) In September 2025, the employer notified claimant that, due to a policy change, part-time employees would only remain eligible for benefits (other than retirement accounts) if they worked at least 30 hours per week, effective January 1, 2026. The employer further advised claimant that if she did not begin working at least 30 hours per week as of January 1, 2026, she would lose the aforementioned benefits, and all of her accrued PTO would be paid out rather than carry forward. Claimant, concerned about the potential loss of her benefits, asked the employer if they could find any "creative" solutions that would allow her to return to a full-time position so that she could keep her benefits. Transcript at 9.

(4) The employer was receptive to claimant's request, and worked with claimant to try to find a solution that would return her to full time work. Initially, a solution was proposed in which claimant would work 20 hours per week in her employee connection specialist role, and 20 hours per week in an executive support role. Claimant and the employer were both amenable to this solution, and, throughout October and November 2025, continued to discuss the details of how it would work.

(5) On December 9, 2025, claimant's supervisor sent claimant an email stating, in relevant part, that the employer had "found a solution to restore [claimant's] full-time hours by combining [her] current

[3] Claimant filed written arguments on April 9 and 21, 2026. The two arguments are identical, except that the latter argument included a statement indicating that claimant served a copy of the argument on the employer, whereas the former did not. Therefore, for the sake of clarity, claimant's written argument is referred to in the singular.

Employee Connections responsibilities with an Executive Assistant role," and that the employer therefore was offering claimant "the position of Executive Assistant[.]" EAB Exhibit 1 at 27. On October 10, 2025, claimant responded to her supervisor, indicating that she was "happy to accept this role pending review of the job offer/memo," and requesting that the supervisor clarify some aspects of what the new role would entail. EAB Exhibit 1 at 25.

(6) On December 11, 2025, after claimant had left for a scheduled vacation, claimant's supervisor sent claimant a message notifying her that because it had been determined that the executive support role alone required 40 hours of work per week, it could not be combined with claimant's part-time employee connection specialist role. In response, claimant sent her supervisor an email asking if the offer made on December 9, 2025 still stood. On December 15, 2025, claimant's supervisor sent claimant an email stating, in relevant part, that the executive support role would be posted internally, and that claimant could apply for it once it was posted. About an hour later, claimant responded to that email, stating, in relevant part:

> Since the [executive support] role isn't posted yet and the role would not be filled before 12/31 it does require me to make a choice before I lose benefits 1/1/2026 as a newly part-time employee.
>
> Based on our recent conversation, the future of the [employee connection specialist] role is not as certain as it seemed when I accepted the reclassification in July (along with the subsequent loss of benefits). Considering this and my family's need for stability I will accept the severance, unless there is anything else I should be aware of regarding timing in the next two weeks.

EAB Exhibit 1 at 23–24.

(7) After further discussion, claimant and the employer agreed that claimant would accept the employer's previous offer of a severance package, to include 12 weeks of pay at her half-time rate, reimbursement for 12 weeks of COBRA (health insurance continuation) coverage, and a payout of claimant's remaining accrued PTO; and that she would continue working until December 31, 2025. On December 31, 2025, claimant voluntarily quit work per the terms of the severance agreement.

CONCLUSIONS AND REASONS: Order No. 26-UI-326159 is set aside and this matter remanded for further development of the record.

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).

Claimant voluntarily quit work on December 31, 2025, per the terms of her severance agreement with the employer. The order under review found that claimant quit "because the employer could not guarantee her full-time work before her health insurance benefits lapsed"; and concluded that this did not constitute good cause because, while it was a grave situation, claimant failed to seek reasonable

alternatives to quitting. Order No. 26-UI-326159 at 2–3. The record as developed does not support this conclusion.

While claimant's impending loss of health insurance benefits was a significant concern to her, it is not clear from the record as developed that this was her primary reason for quitting. At hearing, claimant was not explicitly asked why she quit work, and did not state as such. While claimant offered significant testimony to show that she was not satisfied with what was essentially a recission of the offer of a full-time position in mid-December 2025, it is not possible to discern from this testimony the proximate cause or causes of her decision to leave work—i.e., the cause or causes without which claimant would have continued to work for the employer.

In addition to the loss of her health insurance, the record shows that if claimant had continued to work for the employer after December 31, 2025, she would have lost other benefits, such as life insurance, and that her accrued PTO would have been paid out rather than carried over. Furthermore, had claimant continued working for the employer after that date, she would have continued in her part-time role with the option of applying for the full-time executive support role, but would not have been guaranteed a return to a full time position. The record also suggests that claimant was frustrated by the employer's recission of the offer of the full time position, and that she felt that she would likely be able to find other work quickly if she left the employer.[4]

None of the other potential above reasons that claimant left work would have constituted good cause. As to claimant's concerns about losing her life insurance or other benefits, or being required to accept a payout of her accrued PTO, neither of those were situations of such gravity that she had no reasonable alternative but to quit. Similarly, while claimant's frustration with the recission of the offer of full time work was understandable, it was not a grave situation. Additionally, leaving work due to a reduction in hours is not good cause for quitting under these circumstances;[5] and leaving work to seek other work is not good cause under OAR 471-030-0038(5)(b)(A).

Despite this, claimant's impending loss of her health insurance if she continued to work for the employer may have been, as the order under review concluded, a grave situation. On remand, the ALJ should first develop the record to clarify what the proximate cause(s) were of claimant's decision to quit. To the extent that the record on remand shows that claimant would not have quit, at least in part, if not for the impending loss of her health insurance, the ALJ should next develop the record to determine whether the loss of claimant's health insurance was grave and, if so, whether she had reasonable alternatives to quitting. This should therefore include inquiry as to whether claimant was receiving health insurance benefits for family members (as well as herself); whether she had or could have had access to health insurance benefits through anyone else, such as a spouse or partner; whether she had reason to believe that obtaining coverage through the marketplace or by other means would have been difficult or impossible due to financial constraints or other reasons; and how much it would have cost

[4] *See*, e.g., Transcript at 22, 27.

[5] Under OAR 471-030-0038(5)(e), a claimant who leaves work due to a reduction in hours "has left work without good cause unless continuing to work substantially interferes with return to full time work or unless the cost of working exceeds the amount of remuneration received." The record does not show that either of these exceptions applied to claimant's circumstances.

claimant to purchase coverage, for herself and any family members if need be, on the marketplace or elsewhere; and whether there were any pre-existing conditions or other factors which would have made obtaining health insurance on the private market difficult. In determining whether quitting due to claimant's impending loss of health insurance constituted good cause, the ALJ should consider that, by accepting the severance agreement, claimant obtained an additional 12 weeks of coverage that would not otherwise have been available to her.

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-326159 is reversed and this matter remanded to the Office of Administrative Hearings for another hearing and order.

DECISION: Order No. 26-UI-326159 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 22, 2026

NOTE: The failure of any party to appear at the hearing on remand will not reinstate Order No. 26-UI-326159 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 – 本判决会影响您的失业救济金。 如果您不明白本判决， 请立即联系就业上诉委员会。 如果您不同意此判决，您可以按照该判决结尾所写的说明，向俄勒冈州上诉法院提出司法复审申请。

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 ໄດ້ ໂດຍປະຕິບັດຕາມຄຳແນະນຳທີ່ບອກໄວ້ຢູ່ຕອນທ້າຍຂອງຄຳຕັດສິນນີ້.

Arabic

هذا القرار قد يؤثر على منحة البطالة الخاصة بك، إذا لم تفهم هذا القرار، إتصل بمجلس منازعات العمل فورا، 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 دستورالعمل موجود در پایان آن، از دادگاه تجدید نظر اورگان درخواست تجدید نظر کنید.

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