

**EMPLOYMENT APPEALS BOARD DECISION**  
**2026-EAB-0569**

*Affirmed*  
*Disqualification*

**PROCEDURAL HISTORY:** On April 20, 2026, the Oregon Employment Department (the Department) served notice of an administrative decision concluding that claimant voluntarily quit work without good cause and was therefore disqualified from receiving unemployment insurance benefits effective November 9, 2025 (decision # L0017123977).<sup>1</sup> Claimant filed a timely request for hearing. On May 6, 2026, ALJ Andersen conducted a hearing, and on May 14, 2026 issued Order No. 26-UI-330223, affirming decision # L0017123977. On June 1, 2026, claimant filed an application for review with the Employment Appeals Board (EAB).

**WRITTEN ARGUMENT:** EAB did not consider claimant's written argument because he did not state that he provided a copy of his argument to the employer as required by OAR 471-041-0080(2)(a) (May 13, 2019).

**FINDINGS OF FACT:** (1) Niche, Inc. employed claimant as director of engineering at their technology startup from March 7, 2025 through November 12, 2025. Claimant was paid \$50 per hour and generally worked full time.

(2) By mid-2025, the employer contracted with a third-party firm to eventually fulfill many of the employer's compliance needs, which had been part of claimant's job responsibilities.

(3) From approximately August through October 2025, claimant raised concerns with members of management regarding some security and technological processes that he believed should be changed. Claimant felt that he was "ignored and. . . dismissed" because management did not prioritize his concerns or implement his suggestions. Transcript at 13.

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<sup>1</sup> Decision # L0017123977 stated that claimant was denied benefits from November 9, 2025 to February 27, 2027. However, decision # L0017123977 should have stated that claimant was disqualified from receiving benefits beginning Sunday, November 9, 2025 and until he earned four times his weekly benefit amount. See ORS 657.176.

(4) In early November 2025, due to the compliance work being contracted out and other changes in business needs, the employer anticipated that there would be few hours of weekly work to offer claimant in 2026 if he remained in his current role. At that time, the employer drafted a job posting for a new position, “implementation engineer.” Transcript at 9. The employer anticipated this being a salaried position with a range of \$70,000 to \$80,000 per year, and job responsibilities within claimant’s capability based on his training and experience.

(5) In a November 10, 2025 phone call, claimant was told generally about the new position and some of its responsibilities. By text message, claimant asked questions about it, including the title and salary range, and whether he would retain any of his current job responsibilities. On November 11, 2025, the employer responded with the title and salary range from the draft posting, and the answer regarding retaining current responsibilities was, “[Y]es and no depending.” Exhibit 1 at 5.

(6) After considering this information, claimant believed that the salary range, title, and responsibilities of the new position were commensurate with entry-level work, and not of interest to someone of his level of experience. Claimant therefore believed that the employer intended to involuntarily demote him, and was doing so as a “direct retaliatory adverse action intended to silence [his] compliance concerns.” Transcript at 35. Claimant did not discuss his concerns about the new position with the employer, or his belief that the proposed change was connected to him previously raising compliance concerns; did not attempt to negotiate the title, salary, or job responsibilities; and did not attempt to ask what alternatives were available if he was not interested in the new position.

(7) On November 12, 2025, claimant sent the employer an email that stated, “I resign. Effective immediately.” Exhibit 1 at 3. Claimant did not work for the employer thereafter.

(8) The employer had intended to fill the implementation engineer role, regardless of whether claimant had accepted it, to begin January 1, 2026. At that time, claimant’s role as director of engineering would have been significantly diminished in terms of work hours, or eliminated entirely and the remaining responsibilities absorbed by other engineers. The employer did not discuss this timeline during the November 10, 2025 phone call gauging claimant’s interest in the implementation engineer role, and claimant did not ask about it prior to resigning.

**CONCLUSIONS AND REASONS:** Claimant voluntarily 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). OAR 471-030-0038(5)(d) 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. OAR 471-030-0038(5)(d)(A).

Claimant quit work because the employer discussed with him the prospect of taking a new, lower-paying position as an implementation engineer. Claimant asserted at hearing that this constituted demotion to a position with entry-level responsibilities and compensation, not commensurate with his skills and experience, and that it was improper retaliation for his having raised concerns about the employer’s security protocols. To the extent claimant left work due to an anticipated reduction in pay, the analysis in OAR 471-030-0038(5)(d) is inapplicable because the change in pay would have been attributable to a reassignment of position, and the standard good cause analysis in OAR 471-030-0038(4) therefore applies.

At the time of his resignation claimant worked approximately 40 hours per week and was paid \$50 per hour, or \$104,000 on an annualized basis.<sup>2</sup> If the employer ultimately reassigned claimant and adjusted his annual compensation to within the \$70,000 to \$80,000 range, claimant’s pay could have been reduced by as much as approximately one-third, corresponding with a change to less complex job responsibilities that were within the capability of a relatively new entrant into the field. However, the record does not show that the employer intended to implement any significant change in claimant’s work hours, responsibilities, or pay until at least January 1, 2026, approximately seven weeks after claimant quit work. Therefore, even if claimant was ultimately forced to choose between accepting reassignment to the implementation engineer position or separating from employment, and he faced a grave situation by having to make that choice, those events had not occurred as of November 12, 2025 when he quit work. As such, a reasonable and prudent person of normal sensitivity, exercising ordinary common sense, would not have left work at the time claimant did under these circumstances, and would have continued working for at least seven additional weeks.

Regarding claimant’s assertion that the employer’s plan to potentially reassign him to the implementation engineer position constituted impermissible retaliation, claimant failed to substantiate that assertion by a preponderance of the evidence. The assertion was largely based on the timing of the employer’s proposal on November 10, 2025, in relation to the timing of claimant’s complaints from August through October 2025 regarding some security and technological processes that he believed should be changed. Claimant’s complaints did not involve any allegation that the employer or any of their personnel were engaging in any unlawful conduct. Instead, the record shows that the potential impacts to the employer of failing to follow claimant’s recommendations involved, according to claimant, only financial or reputational harm to the employer or their clients. *See, e.g.*, Exhibit 2 at 3 (“If we could test this code, and actually took the time to test things in general, it would largely prevent situations like this where we would look stupid in front of our customers.”); Exhibit 2 at 4 (“Our reputation is on the line. We will lose customers, sales, partners and investors if we don’t change our practices[.]”) The record therefore fails to show that any whistleblower legal protections for employees reporting their employer’s potentially unlawful conduct were applicable to the situation.

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<sup>2</sup> 40 hours per week x 52 weeks per year = 2,080 hours. \$50 x 2,080 hours = \$104,000.

Moreover, the employer's witness rebutted claimant's assumptions regarding the employer's motives, testifying that the outsourcing or permanent completion of many of the compliance tasks for which claimant had been hired meant that there would be little, if any, business need for the director of engineering position to exist in 2026. Transcript at 20. Additionally, the witness testified that the employer planned to fill the implementation engineer position regardless of whether claimant accepted it, and that claimant was offered the position first out of a desire to keep him in their employ in anticipation of having to significantly reduce the hours of his existing position, or eliminate it entirely, in January 2026. Transcript at 24-25. On this record, claimant has not shown by a preponderance of the evidence that the employer acted with unlawful or otherwise impermissible motives in planning to potentially reassign him to another position, and he therefore did not face a grave situation in that regard. Accordingly, because claimant did not show that he faced a situation of such gravity that he had no reasonable alternative but to quit work when he did, he quit without good cause.

For these reasons, claimant voluntarily quit work without good cause and is therefore disqualified from receiving unemployment insurance benefits effective November 9, 2025.

**DECISION:** Order No. 26-UI-330223 is affirmed.

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

**DATE of Service:** July 14, 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 الاستئناف 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**

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