

EMPLOYMENT APPEALS BOARD DECISION
2024-EAB-0084

Order No. 24-UI-245248 Affirmed – Late Request for Hearing Allowed – Disqualification
Order No. 24-UI-245251 Modified – Overpayment Reduced

PROCEDURAL HISTORY: On October 21, 2021, the Oregon Employment Department (the Department) served notice of an administrative decision concluding that claimant was discharged by United Parcel Service Inc. (the employer) for misconduct and disqualified from receiving benefits effective January 3, 2021 (decision # 123157). On November 10, 2021, decision # 123157 became final without claimant having filed a request for hearing. On May 2, 2022, the Department served notice of an administrative decision based in part on decision # 123157, concluding that claimant was paid \$10,415 in regular unemployment insurance (regular UI), \$12,692 in Pandemic Emergency Unemployment Compensation (PEUC), and \$10,500 in Federal Pandemic Unemployment Compensation (FPUC) benefits to which he was not entitled and must repay (decision # 114626). On May 19, 2022, claimant filed a late request for hearing on decision # 123157 and a timely request for hearing on decision # 114626.

On January 2, 2024, ALJ Sachet-Rung conducted hearing regarding decisions # 123157 and 114626. On January 10, 2024, ALJ Sachet-Rung issued Order No. 24-UI-245248, allowing claimant's late request for hearing on decision # 123157 and affirming that decision # 123157 on the merits. Also on January 10, 2024, ALJ Sachet-Rung issued Order No. 24-UI-245251, modifying decision # 114626 by concluding that claimant was paid \$10,688 in regular UI, \$12,692 in PEUC, and \$10,500 in FPUC benefits to which he was not entitled and must repay.

On January 19, 2024, claimant filed applications for review of Orders No. 24-UI-245248 and 24-UI-245251 with the Employment Appeals Board (EAB). Pursuant to OAR 471-041-0095 (October 29, 2006), EAB consolidated its review of Orders No. 24-UI-245248 and 24-UI-245251. For case-tracking purposes, this decision is being issued in duplicate (EAB Decisions 2024-EAB-0085 and 2024-EAB-0084).

WRITTEN ARGUMENT: EAB did not consider claimant's written argument as to its review of Order No. 24-UI-245248 because claimant did not include a statement declaring that he provided a copy of his argument to the opposing party or parties in that case as required by OAR 471-041-0080(2)(a) (May 13, 2019). EAB considered claimant's written argument as to its review of Order No. 24-UI-245251.

FINDINGS OF FACT: (1) United Parcel Service, Inc. (the employer) employed claimant from November 2020 until January 5, 2021. Claimant worked as a loader, stacking packages into delivery trucks.

(2) For some period of time before August 2, 2020, claimant was employed by a construction tile company. The construction tile company laid claimant off, and on August 2, 2020, claimant filed an initial claim for regular UI benefits. The Department determined that claimant had a valid claim for regular UI benefits with a weekly benefit amount of \$668. Thereafter, claimant began claiming benefits each week.

(3) Claimant was uncertain “how long the unemployment was gonna be good for,” and in November 2020 decided to accept a part-time job with the employer. Order No. 24-UI-245248, Transcript at 18. During his tenure with the employer, claimant claimed benefits while working less than full-time and received a reduced weekly benefit amount each week.

(4) In late December 2020, some of the employees in the employer’s warehouse became infected with COVID-19. Around the same time, claimant heard from his former boss at the construction tile company that they would have work for him again in 2021. However, claimant did not have a date scheduled to return to work for the construction tile company.

(5) The employer required employees to wear masks. Claimant did not contract COVID-19 at the time that others in the warehouse were infected. Claimant lived with his wife and his three children, aged 10, 11, and 12, respectively. Claimant’s wife cared for the children while they were home during the COVID-19 pandemic. Claimant’s parents also lived in the household. Claimant’s parents were “older” but cared for themselves. Order No. 24-UI-245248, Transcript at 24. Claimant’s mother had a medical condition for which she took medication.

(6) Following the COVID-19 “outbreak” at the warehouse, the employer did not cease or curtail operations at the warehouse. Order No. 24-UI-245248, Transcript at 21. The employer held a meeting with some employees, including claimant, and advised that the employees had the option to leave work “if [they] felt threatened because of the outbreak[.]” Order No. 24-UI-245248 Transcript at 21. Claimant decided to quit working for the employer because of the risk of COVID-19 infection and because of the prospect of getting work in the future from his original employer.

(7) Claimant quit working for the employer on January 5, 2021. Prior to quitting, claimant did not discuss with the employer whether it was possible to implement additional COVID-19 safety measures at the warehouse.

(8) After claimant quit working for the employer, he continued claiming benefits each week. Claimant claimed benefits for each of the weeks of January 3 through September 4, 2021 (weeks 01-21 through 35-21). These are the weeks at issue.

(9) On his weekly claim form for week 01-21, claimant failed to report that he had quit working for the employer that week. If claimant had accurately reported that he had a work separation from the employer that week, the Department would have investigated prior to paying him benefits and would not have paid him for the weeks at issue.

(10) The Department paid claimant regular UI benefits in the amount of \$668 for weeks 01-21 through 15-21. For unknown reasons, the Department paid claimant regular UI benefits in the amount of \$395 for week 16-21. *See Exhibit 1 at 5.* All told, the Department paid claimant \$10,415 in regular UI benefits for the weeks at issue.

(11) Claimant exhausted his regular UI claim at the end of week 16-21. Beginning with week 17-21, the Department converted claimant's claim to a PEUC claim. The Department paid claimant \$668 in PEUC benefits for weeks 17-21 through 35-21. All told, the Department paid claimant \$12,692 in PEUC benefits for the weeks at issue.

(12) The Department also paid claimant \$300 in FPUC benefits for each of the weeks at issue. All told, the Department paid claimant \$10,500 in FPUC benefits for the weeks at issue.

(13) Each of the payments the Department made to claimant for weeks 01-21 through 16-21 were made on or before April 26, 2021. The Department paid claimant for weeks 17-21 through 35-21 on or after June 2, 2021.

(14) On October 21, 2021, the Department issued decision # 123157, concluding that claimant had been discharged by the employer for misconduct and was disqualified from receiving benefits effective January 3, 2021.

(15) On May 2, 2022, the Department issued decision # 114626 based in part on decision # 123157. Decision # 114626 concluded that claimant was not entitled to receive benefits for the weeks at issue and assessed an overpayment of \$10,415 in regular UI, \$12,692 in PEUC, and \$10,500 in FPUC that claimant was liable to repay.

CONCLUSIONS AND REASONS: Order No. 24-UI-245248 is affirmed. Claimant's late request for hearing on decision # 123157 is allowed. Claimant quit working for the employer without good cause. Order No. 24-UI-245251 is modified. Claimant is not liable for regular UI and FPUC overpayments for weeks 01-21 through 16-21 because ORS 657.267(4) prohibited the Department from amending its initial decisions to allow payment of benefits for those weeks with a decision assessing an overpayment for those weeks that claimant must repay. For weeks 17-21 through 35-21, claimant received \$12,692 in PEUC and \$5,700 in FPUC to which he was not entitled and which is to be recovered in accordance with the same procedures as apply to recovery of regular UI overpayments.

Order No. 24-UI-245248 – Late Request for Hearing, Voluntary Leaving. Based on a *de novo* review of the entire consolidated record in this case, and pursuant to ORS 657.275(2), the portion of Order No. 24-UI-245248 allowing claimant's late request for hearing on decision # 123157 is **adopted**. The remainder of this section of this decision addresses claimant's voluntary leaving.

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.

However, during a state of emergency declared by the Governor under ORS 401.165, the Department may waive, otherwise limit, or modify the requirements of OAR 471-030-0038. OAR 471-030-0071 (September 13, 2020). Paragraph (2)(b) of Oregon Employment Department Temporary Rule for Unemployment Insurance Flexibility (March 8, 2020), <http://records.sos.state.or.us/ORSOSWebDrawer/Recordpdf/7604239> [hereinafter OED Temporary COVID-19 Rule], which was effective from September 13, 2020, through September 25, 2021, provided that a person who quits work because of a COVID-19 related situation is not disqualified from receiving unemployment insurance benefits. Under OED Temporary COVID-19 Rule (1), a COVID-19 related situation includes the following:

* * *

(b) A person is unable to work because they have been potentially exposed to the novel coronavirus and have been subjected to a mandatory quarantine period;

* * *

(d) A person is unable to work because their employer has ceased or curtailed operations due to the novel coronavirus, including closures or curtailments based on the direction or advice of the Governor or of public health officials;

(e) A person is unable to work because they have to stay home to care for a family member, or other person with whom they live or for whom they provide care, who is suffering from the novel coronavirus or subject to a mandatory quarantine; [and]

(f) A person is unable to work because they have to stay home to care for a child due to the closure of schools, child care providers, or similar facilities due to the novel coronavirus[.]

* * *

Claimant quit working for the employer because of the risk of COVID-19 infection following the infections of employees at the warehouse. Claimant also quit because of the prospect of getting work in the future from his original employer, the construction tile company. Claimant's first reason for voluntarily leaving work implicates OAR 471-030-0038(4), which sets forth the general rule that governs the analysis of whether an individual has good cause for leaving work. It also potentially implicates some of the COVID-19 related situations outlined in the OED Temporary COVID-19 Rule.

First, under OAR 471-030-0038(4), claimant failed to meet his burden to show that the risk of COVID-19 infection following the infections of employees at the warehouse was a situation of such gravity that claimant had no reasonable alternative but to leave work when he did. Claimant did not contract COVID-19 at the time that others in the warehouse were infected, safety protocols in the form of

masking were in place at the warehouse, and there is no indication that claimant was immunocompromised or otherwise especially prone to complications from COVID-19.

Claimant lived in a large household with his wife, children, and parents. However, the record fails to show that any member of claimant's family was at a heightened risk of complications from COVID-19. While claimant's mother had a medical condition for which she took medication, claimant testified at hearing that he was "not exactly sure what it is," and his mother "doesn't really like to discuss" the issue with the family. Order No. 24-UI-245248 Transcript at 24-25. The nature of claimant's mother's medical issue therefore was too vague and unspecified to conclude that risk of potential spread to her from any COVID-19 exposure claimant may have had at the warehouse was a situation of such gravity that claimant had no reasonable alternative but to quit.

Moreover, even if the risk of COVID-19 exposure at the warehouse, and potential spread to claimant's family members, presented claimant with a grave situation, claimant failed to pursue reasonable alternatives to quitting because, prior to leaving work, claimant did not discuss with the employer whether it was possible to implement additional COVID-19 safety measures at the warehouse. For these reasons, claimant failed to establish that he had good cause to quit under OAR 471-030-0038(4) based on the risk of contracting COVID-19 following the infections of employees at the warehouse.

Next, under the OED Temporary COVID-19 Rule in effect at the time claimant quit, if claimant had quit work because of a COVID-19 related situation outlined in the Rule, he would not be disqualified from receiving benefits based on the voluntary leaving. However, the circumstances of claimant's voluntary leaving did not amount to any of the COVID-19 related situations outlined in the Rule.

As to subpart (1)(b) of the Rule,¹ claimant did not quit work because he was unable to work due to potential exposure to the novel coronavirus and having been subjected to a mandatory quarantine period, because, although claimant may have been exposed to the virus at the warehouse, the record fails to show claimant was subject to any mandatory quarantine. Likewise, subpart (1)(d)² is inapplicable because the employer did not cease or curtail operations at the warehouse and claimant's reasons for quitting did not have to do with any cessation or curtailment of the employer's operations. Additionally, neither subpart (1)(e)³ nor (f)⁴ apply because claimant's reasons for quitting did not involve quitting to care for his children or family members who were lacking care facilities or afflicted with COVID-19. Claimant's parents cared for themselves and claimant's wife cared for his children while they were home during the COVID-19 pandemic.

¹ "A person is unable to work because they have been potentially exposed to the novel coronavirus and have been subjected to a mandatory quarantine period[.]" OED Temporary COVID-19 Rule(1)(b).

² "A person is unable to work because their employer has ceased or curtailed operations due to the novel coronavirus, including closures or curtailments based on the direction or advice of the Governor or of public health officials[.]" OED Temporary COVID-19 Rule(1)(d).

³ "A person is unable to work because they have to stay home to care for a family member, or other person with whom they live or for whom they provide care, who is suffering from the novel coronavirus or subject to a mandatory quarantine[.]" OED Temporary COVID-19 Rule(1)(e).

⁴ "A person is unable to work because they have to stay home to care for a child due to the closure of schools, child care providers, or similar facilities due to the novel coronavirus[.]" OED Temporary COVID-19 Rule(1)(f).

Finally, claimant's second reason for voluntarily leaving work, because of the prospect of getting work in the future from his original employer, the construction tile company, implicates a different administrative rule provision, OAR 471-030-0038(5)(a). Under that provision, 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).

Claimant's voluntary leaving was not for good cause under OAR 471-030-0038(5)(a) because the record fails to show that the prospect of getting work in the future from the construction tile company was an offer of work that was definite in nature. At hearing, claimant testified that "right before Christmas" of 2020, one of claimant's former bosses told him "there was work . . . coming up there on – for – for that year coming up, which would have been 2021[.]" Order No. 24-UI-245248 Transcript at 19. However, claimant did not have a date scheduled to return to work for the construction tile company. The record also does not show that any concrete details were in place regarding the work claimant was told to expect in 2021, such as where the work would occur, how much claimant would be paid, and how many hours of work per week claimant would receive. Accordingly, the prospect of work claimant was told to expect in 2021 was not a definite offer of work. Claimant therefore did not meet the requirements of OAR 471-030-0038(5)(a) when he left work because of the prospect of getting work in the future from the construction tile company.

For the foregoing reasons, claimant quit work without good cause and is disqualified from receiving benefits effective January 3, 2021.

Order No. 24-UI-245251 – Lack of Authority to Amend Allowing Decisions as to Weeks 01-21 through 35-21, PEUC and FPUC Overpayments for Weeks 17-21 through 35-21. ORS 657.267 provides:

(1) *An authorized representative shall promptly examine each claim* for waiting week credit or for benefits *and, on the basis of the facts available, make a decision to allow or deny the claim.* Information furnished by the claimant, the employer or the employer's agents on forms provided by the Employment Department pursuant to the authorized representative's examination must be accompanied by a signed statement that such information is true and correct to the best of the individual's knowledge. *Notice of the decision need not be given to the claimant if the claim is allowed* but, if the claim is denied, written notice must be given to the claimant. If the claim is denied, the written notice must include a statement of the reasons for denial, and if the claim is denied under any provision of ORS 657.176, the notice must also set forth the specific material facts obtained from the employer and the employer's agents that are used by the authorized representative to support the reasons of the denial. The written notice must state the reasons for the decision.

(2) If the claim is denied under any provision of ORS 657.176, written notice of the decision must be given to the employing unit, or to the agent of the employing unit, that, in the opinion of the Director of the Employment Department, is most directly involved with the facts and circumstances relating to the disqualification.

(3) Notice of a decision that was wholly or partially based on information filed with the director in writing within 10 days after the notice provided for in ORS 657.265 must be given to any employing unit or agent of the employing unit that filed the information.

(4) If a decision to allow payment made pursuant to this section does not require notice, that decision may be amended by an authorized representative. The amendment must be made by written notice informing the recipient of the right of appeal pursuant to ORS 657.269. **The amendment must be issued within one year of the original decision to allow payment, except in cases of alleged willful misrepresentation or fraud.** A decision requiring notice, made pursuant to this section, may be amended unless it has become a final decision under ORS 657.269.

(Emphasis added.)

Order No. 24-UI-245251 concluded that for the weeks at issue, claimant was overpaid \$10,688 in regular UI, \$12,692 in PEUC, and \$10,500 in FPUC benefits. Order No. 24-UI-245251 at 7. In so doing, the order established that for weeks 01-21 through 16-21, claimant was overpaid \$10,688 in regular UI and \$4,800 in FPUC benefits. As a preliminary matter, the record shows that claimant was paid only \$395 in regular UI benefits for week 16-21, rather than \$668. *See* Exhibit 1 at 5. Therefore, when the \$395 in regular UI claimant received for that week is tallied with the \$668 in regular UI benefits claimant received for each of weeks 01-21 through 15-21, the total amount of regular UI benefits claimant received for weeks 01-21 through 16-21 was \$10,415, not \$10,668 as Order No. 24-UI-245251 concluded.

In any event, ORS 657.267(4) prohibits the Department from amending its original decisions to allow payment by assessing overpayments for weeks 01-21 through 16-21. The Department made its original decisions under ORS 657.267(1) to allow payment of benefits for weeks 01-21 through 16-21 by paying each of the claims on or before April 26, 2021. Pursuant to ORS 657.267(4), except in cases of willful misrepresentation or fraud, the Department had one year from that date to amend the decisions to allow benefits.

On May 2, 2022, the Department issued decision # 114626, concluding that claimant was not entitled to the benefits he received for the weeks at issue, including weeks 01-21 through 16-21, and assessing an overpayment for those benefits. Decision # 114626 therefore served to amend the Department's initial decisions allowing payment for weeks 01-21 through 16-21 to a decision denying payment for those weeks. By contrast, decision # 123157 merely concluded that claimant was disqualified from receiving benefits effective January 3, 2021, without deciding claimant's entitlement to benefits already paid. Decision # 123157 therefore did not constitute an amendment of the initial decisions to pay benefits for weeks 01-21 through 16-21.

Accordingly, decision # 114626, issued May 2, 2022, was an amending decision that was issued more than one year after the last decision allowing payment for week 16-21 on April 26, 2021. This is not a case of willful misrepresentation or fraud because decision # 114626 was not premised on fraud, and the Department's witness conceded at hearing that the Department was not making any allegations of willful misrepresentation or fraud. *See* Exhibit 1 at 1-3; Order No. 24-UI-245251, Transcript at 8. Thus, the one-year limitation on amending decisions under ORS 657.267(4) applies, and the Department was not

permitted to amend the original decisions allowing the payment of benefits for weeks 01-21 through 16-21 with decisions assessing an overpayment for those weeks.

Claimant therefore is not required to repay the \$10,415 in regular UI benefits he received for weeks 01-21 through 16-21. Claimant is also not liable to repay the \$4,800 in FPUC benefits he received for weeks 01-21 through 16-21 ($\$300 \times 16 \text{ weeks} = \$4,800$).

As for the PEUC and FPUC benefits claimant received for Weeks 17-21 through 35-21, per U.S. Department of Labor guidance, recovery of PEUC and FPUC overpayments are governed by the same procedures that apply to recovery of overpayments of regular UI benefits. *See* U.S. Dep't of Labor, Unemployment Insurance Program Letter No. 17-20 (April 10, 2020) (UIPL 17-20), at I-11; U.S. Dep't of Labor, Unemployment Insurance Program Letter No. 15-20 (April 4, 2020) (UIPL 15-20), at I-7.

Regarding the procedures that apply to recovery of overpayments of regular UI benefits, ORS 657.310(1)(a) and (c) provides that an individual who received benefits to which the individual was not entitled is liable to either repay the benefits or have the amount of the benefits deducted from any future benefits otherwise payable to the individual under ORS chapter 657 during the five-year period following the date the decision establishing the erroneous payment becomes final. ORS 657.310(1)(a) applies if the benefits were received because the individual made or caused to be made a false statement or misrepresentation of a material fact, or failed to disclose a material fact, regardless of the individual's knowledge or intent. *Id.*

Here, as mentioned above, decision # 114626 was not premised on fraud, and the Department's witness conceded at hearing that the Department was not making any allegations that claimant made any willful misrepresentations or engaged in fraud. *See* Exhibit 1 at 1-3; Order No. 24-UI-245251 Transcript at 8. Therefore, the record does not show that claimant willfully made any false statement or omission to obtain benefits to which he was not entitled. Nevertheless, claimant did fail to report on his weekly claim form for week 01-21 that he had quit working for the employer that week. Had claimant accurately reported that he had a work separation from the employer that week, the Department would have investigated prior to paying him benefits and, more likely than not, would not have paid him for the weeks at issue, including weeks 17-21 through 35-21. Thus, although it occurred without his knowledge or intent, claimant received PEUC and FPUC benefits for each of weeks 17-21 through 35-21 because he failed to disclose a material fact and ORS 657.310(1)(a) therefore applies to claimant's overpayment of PEUC and FPUC benefits for those weeks.

Claimant therefore was overpaid \$12,692 in PEUC benefits for weeks 17-21 through 35-21 ($\$668 \times 19 \text{ weeks} = \$12,692$). Claimant also was overpaid \$5,700 in FPUC benefits for weeks 17-21 through 35-21 ($\$300 \times 19 \text{ weeks} = \$5,700$).

Under 15 U.S.C. § 9025(e)(3), the Department may recover the PEUC benefits by deduction from any future PEUC payments payable to claimant or from any future unemployment compensation payable to him under any state or federal unemployment compensation law administered by the Department during the three-year period following the date he received the PEUC benefits to which he was not entitled. However, U.S. Department of Labor guidance documents elaborate that while a PEUC overpayment may be offset by other State and Federal unemployment benefits payable during this three-year period, State agencies "must recover the amount of PEUC to which an individual was not entitled in accordance

with the same procedures as apply to recovery of overpayments of regular [UI] paid by the State.” UIPL 17-20 at I-11. “After three years, a State may continue to recover PEUC overpayments through means other than benefit offsets, according to State law.” UIPL 17-20 at I-11; *see also* U.S. Dep’t of Labor, Unemployment Insurance Program Letter No. 17-20, Change 1 (May 13, 2020) at I-8 (“[15 U.S.C. § 9025(e)(3)] requires benefit offset as one method of recovery, but states can also use other means to recover PEUC overpayments as allowable under state or Federal law[.]”).

Similarly, under 15 U.S.C. § 9023(f)(3)(A), the Department may recover the FPUC benefits by deduction from any future FPUC payments payable to claimant or from any future unemployment compensation payable to claimant under any state or federal unemployment compensation law administered by the Department during the three-year period following the date she received the FPUC benefits to which she was not entitled. However, U.S. Department of Labor guidance documents elaborate that while an FPUC overpayment may be offset by other State and Federal unemployment benefits payable during this three-year period, State agencies “must recover the amount of FPUC to which an individual was not entitled in accordance with the same procedures as apply to recovery of overpayments of regular [UI] paid by the State.” UIPL 15-20 at I-7. “After three years, a State may continue to recover FPUC overpayments through means other than benefit offsets, according to State law.” UIPL 15-20 at I-7.

Accordingly, because the governing overpayment recovery provision of state law is ORS 657.310(1), claimant is required to repay the amount of his PEUC and FPUC overpayments or have the overpayments deducted from any future benefits otherwise payable to claimant ORS Chapter 657 during the five-year period following the date that decision # 114626 becomes final.

In summary, claimant’s late request for hearing on decision # 123157 is allowed. Claimant quit working for the employer without good cause and is disqualified from receiving unemployment insurance benefits effective January 3, 2021. Claimant is not required to repay the regular UI and FPUC overpayments for weeks 01-21 through 16-21. For weeks 17-21 through 35-21, claimant received \$12,692 in PEUC benefits and \$5,700 in FPUC benefits to which he was not entitled and must repay in accordance with the same procedures as apply to recovery of regular UI overpayments.

DECISION: Order No. 24-UI-245248 is affirmed. Order No. 24-UI-245251 is modified, as outlined above.

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

DATE of Service: February 23, 2024

NOTE: The Department may defer recovery or completely waive the overpaid amount if certain standards are met. To make a request for Waiver of Overpayment Recovery, call 503-947-1995 or email OED_Overpayment_unit@employ.oregon.gov . You must submit waiver applications that correspond to the program for which you were overpaid benefits. If you were overpaid benefits under both state and federal benefits programs, you will need to file two separate waiver applications. To access a State UI Overpayment Waiver application go online to <https://unemployment.oregon.gov/waivers> and click the link for “State UI Overpayment Waiver”.

To access a Federal Program Overpayment Waiver application go online to <https://unemployment.oregon.gov/waivers> and click the link for “Federal Program Overpayment Waiver”.

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 listed above. *See* ORS 657.282. For forms and information, you may write to the Oregon Court of Appeals, Records Section, 1163 State Street, Salem, Oregon 97310 or visit the Court of Appeals website at courts.oregon.gov. Once on the website, use the ‘search’ function to search for ‘petition for judicial review employment appeals board’. A link to the forms and information will be among the search results.

Please help us improve our service by completing an online customer service survey. To complete the survey, please go to <https://www.surveygizmo.com/s3/5552642/EAB-Customer-Service-Survey>. You can access the survey using a computer, tablet, or smartphone. If you are unable to complete the survey online and need a paper copy of the survey, please contact our office.



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
 Phone: (503) 378-2077 | 1-800-734-6949 | Fax: (503) 378-2129 | TDD: 711
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