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

EMPLOYMENT APPEALS BOARD DECISION
2025-EAB-0007

Affirmed
Requests to Reopen Allowed
Disqualification
Overpayments, No Penalties

PROCEDURAL HISTORY: On August 3, 2021, the Oregon Employment Department (the Department) served notice of an administrative decision concluding that claimant voluntarily quit working for the employer General Labor & Industrial Staffing Solutions (GLISS) without good cause and was therefore disqualified from receiving unemployment insurance benefits effective January 26, 2021 (decision # 132717). On August 18, 2021, the Department served notice of an administrative decision, based in part on decision # 132717, concluding that claimant willfully made a misrepresentation and failed to report a material fact to obtain benefits, and assessing an overpayment of $2,512 in regular unemployment insurance (regular UI) benefits and $4,800 in Federal Pandemic Unemployment Compensation (FPUC) benefits that claimant was required to repay to the Department, a $1,096.80 monetary penalty, and a 48-week penalty disqualification from future benefits ("the regular UI overpayment decision"). Also on August 18, 2021, the Department served notice of an administrative decision, based in part on decision # 132717, concluding that claimant willfully made a misrepresentation and failed to report a material fact to obtain benefits, and assessing an overpayment of $4,920 in Pandemic Unemployment Assistance (PUA) benefits and $3,000 in FPUC benefits that claimant was required to repay to the Department, a $1,980 monetary penalty, and a 48-week penalty disqualification from future benefits ("the PUA overpayment decision"). Claimant filed a timely request for hearing on each decision.

On October 7, 2021, notice was mailed to the parties that hearings were scheduled on decision # 132717 and the PUA overpayment decision for October 22, 2021. On October 22, 2021, claimant failed to appear for the hearings, and on October 25, 2021, ALJ Janzen issued Orders No. 21-UI-177892 and 21-UI-177893, dismissing claimant's requests for hearing on decision # 132717 and the PUA overpayment decision, respectively, due to his failure to appear. On November 15, 2021, Orders No. 21-UI-177892 and 21-UI-177893 became final without claimant having filed requests to reopen the hearings. On June 24, 2024, claimant filed late requests to reopen the October 22, 2021, hearings.

On July 8, 2024, notice was mailed to the parties that a hearing was scheduled on the regular UI overpayment decision for July 22, 2024. On July 22, 2024, claimant failed to appear for the hearing, and on July 23, 2024, ALJ Chiller issued Order No. 24-UI-259890, dismissing claimant's request for hearing on the regular UI overpayment decision due to his failure to appear. On August 10, 2024, claimant filed a timely request to reopen the July 22, 2024, hearing.

On September 12, 2024, and continuing on October 4, 2024, October 24, 2024, and November 18, 2024, ALJ Chiller conducted a consolidated hearing on all three administrative decisions.[1] On December 11, 2024, ALJ Chiller issued Order No. 24-UI-276365, allowing claimant's late request to reopen the July 22, 2024 hearing, canceling Order No. 24-UI-259890, and modifying the August 18, 2021 regular UI overpayment decision by concluding that claimant was overpaid $2,512 in regular UI benefits and $4,800 in FPUC benefits that he was required to repay to the Department, but that he did not willfully make a misrepresentation and fail to report a material fact to obtain benefits, and was not liable for a monetary penalty or penalty disqualification. On December 12, 2024, ALJ Chiller issued Order No. 24-UI-276374, allowing claimant's request to reopen the October 22, 2021, hearing on decision # 132717, canceling Order No. 21-UI-177893, and affirming decision # 132717 on the merits. Also on December 12, 2024, ALJ Chiller issued Order No. 24-UI-276370, allowing claimant's late request to reopen the October 22, 2021 hearing on the PUA overpayment decision, canceling Order No. 21-UI-177892, and modifying the August 18, 2021 PUA overpayment decision by concluding that claimant was overpaid $4,920 in PUA benefits and $3,000 in FPUC benefits that he was required to repay to the Department, but that he did not willfully make a misrepresentation and fail to report a material fact to obtain benefits, and was not liable for a monetary penalty or penalty disqualification. On December 31, 2024, claimant filed applications for review of Orders No. 24-UI-276370, 24-UI-276365, and 24-UI-276374 with the Employment Appeals Board (EAB).

Pursuant to OAR 471-041-0095 (October 29, 2006), EAB consolidated its review of Orders No. 24-UI-276370, 24-UI-276365, and 24-UI-276374. For case-tracking purposes, this decision is being issued in triplicate (EAB Decisions 2025-EA-0006, 2025-EAB-0007, 2025-EAB-0008).

EAB considered the entire consolidated hearing record, including witness testimony and any exhibits admitted as evidence. EAB agrees with the parts of Orders No. 24-UI-276370, 24-UI-276365, and 24-UI-276374 allowing claimant's requests to reopen. Those parts of Orders No. 24-UI-276370, 24-UI-276365, and 24-UI-276374 are **adopted.** *See* ORS 657.275(2). EAB also agrees with the parts of Orders 24-UI-276370 and 24-UI-276365 concluding that claimant did not willfully make a misrepresentation and fail to report a material fact to obtain benefits, and is not liable for a monetary penalty or penalty disqualification. Those parts of Orders No. 24-UI-276370 and 24-UI-276365 are also **adopted.**

WRITTEN ARGUMENT: EAB did not consider claimant's written argument when reaching this decision because he did not include a statement declaring that he provided a copy of his argument to the opposing party or parties as required by OAR 471-041-0080(2)(a) (May 13, 2019). Claimant asserted

[1] Separate hearings were scheduled for each of the three administrative decisions, and those were each separately continued multiple times. However, during the October 24, 2024 hearing on the August 18, 2021 regular UI overpayment decision, the ALJ gave notice that the matters would essentially be consolidated, with the testimony from all hearings on all the administrative decisions being considered with respect to each appeal. Order No. 24-UI-276365 October 24, 2024 Transcript at 9-10. Employer GLISS appeared at only some sessions of the consolidated hearing, and employer UPS did not appear at any.

that the hearing proceedings were unfair because he was unable to finish his cross-examination of GLISS's witness regarding the work separation because the witness failed to appear at a session of the continued consolidated hearing designated for that purpose. That the witness was not subject to full cross-examination has been considered in weighing her testimony against claimant's. EAB reviewed the hearing record in its entirety, which shows that the ALJ inquired fully into the matters at issue and gave all parties reasonable opportunity for a fair hearing as required by ORS 657.270(3) and (4) and OAR 471-040-0025(1) (August 1, 2004).

FINDINGS OF FACT: (1) United Parcel Services, Inc. (UPS) employed claimant from September 8, 2020, through September 18, 2020. Claimant voluntarily quit working for this employer due to concerns over workload and his belief that the COVID-19 precautions at their workplace were inadequate.

(2) GLISS, a staffing agency, employed claimant on an assignment at Old Trapper ("the client") as a meat processor at their plant from December 2, 2020, through January 26, 2021.

(3) When claimant began his assignment with the client, he desired to work full-time during an overnight shift so that he could engage in self-employment, to the extent possible, during the day. At some point, the client posted a sign-up sheet for employees, including those assigned by a staffing agency, to volunteer for additional shifts or change to an alternate schedule. Claimant feared that he would be required to change to a different schedule or have his hours reduced, though neither GLISS nor the client ever communicated such a requirement to claimant.

(4) The client required everyone working at the plant to wear masks at all times, stay home when subject to quarantine, and use sanitization procedures in accordance with COVID-19 rules effective at the time. The client also placed markings on the floor of the plant for employees to stand on when performing their work to comply with distancing requirements. Many of the people working at the plant were on assignment from GLISS, and GLISS conducted inspections of the plant to ensure compliance with COVID-19 rules.

(5) Claimant was approximately 62 years old at the time of his assignment with the client. Claimant believed that, for various reasons, the client's COVID-19 precautions were inadequate, and he feared contracting the virus at work. Claimant did not have preexisting medical conditions and had not been advised to quarantine during the assignment.

(6) Claimant mentioned his concerns about the COVID-19 precautions to two of the client's frontline supervisors, but did not know if they understood him due to a language barrier. Claimant did not discuss his concerns with the client's primary manager, with whom there was no language barrier, and did not discuss them with anyone at GLISS.

(7) On January 26, 2021, claimant called GLISS and informed them that he was resigning with immediate effect due to his fears over a potential schedule change. Claimant did not assert at that time that he was resigning due to concerns over COVID-19. Claimant's assignment with the client ended that day.

(8) On December 27, 2020, claimant filed an initial claim for PUA benefits. Claimant intended to claim benefits only on the basis of previous self-employment work and did not intend to claim regular UI

benefits. Claimant was asked to disclose any employers he had over the previous 18 months on the PUA application. Claimant failed to disclose that he had worked for UPS or GLISS because he mistakenly believed that he should only disclose information relating to self-employment regarding the claim. For the same reason, claimant also failed to report earnings from those jobs and that he voluntarily quit working for those employers.

(9) The Department determined that claimant established a monetarily valid claim for PUA benefits with a weekly benefit amount (WBA) of $205. Claimant thereafter filed weekly benefit claims and was paid $205 in PUA benefits each week, including for the weeks of September 6, 2020, through December 12, 2020 (weeks 37-20 through 50-20) and January 24, 2021, through April 3, 2021 (weeks 04-21 through 13-21). The Department also paid claimant $300 per week in FPUC benefits for weeks 04-21 through 13-21. Claimant received $4,920 in PUA benefits and $3,000 in FPUC benefits for these weeks.

(10) Effective the week of April 4, 2021, through April 10, 2021 (week 14-21), the Department determined that claimant established a monetarily valid claim for regular UI benefits with a WBA of $157. For that week and thereafter, the Department treated claimant's weekly claims as claims for regular UI benefits, though claimant was unaware of the change in programs and believed that he was still claiming and being paid PUA benefits. The Department paid claimant $157 in regular UI benefits and $300 in FPUC benefits for each week from April 4, 2021, through July 24, 2021 (weeks 14-21 through 29-21), totaling $2,512 and $4,800, respectively.

(11) On August 4, 2021, the Department issued an Amended Notice of Determination for PUA, concluding that claimant was ineligible to receive PUA benefits for the weeks of September 6, 2020, through April 3, 2021 (weeks 37-20 through 13-21) because he was not unemployed as a direct result of an enumerated COVID-19 reason during those weeks. Claimant filed a request for hearing on that decision. On October 12, 2021, Order No. 21-UI-176999 was issued, modifying the August 4, 2021, PUA Determination by concluding that claimant was ineligible to receive PUA benefits for weeks 37-20 through 50-20 and 04-21 through 13-21. Order No. 21-UI-176999 has since become final without any party having filed an application for review with EAB.[2]

(12) Claimant did not have earnings in subject employment from January 27, 2021, through July 24, 2021.

(13) The Department would not have paid claimant PUA, regular UI, or FPUC benefits for weeks 37-20 through 29-21 if claimant had timely and accurately disclosed working for UPS and GLISS and the reasons he separated from those employers.

CONCLUSIONS AND REASONS: Claimant voluntarily quit working for GLISS without good cause. Claimant was overpaid $2,512 in regular UI benefits, $4,920 in PUA benefits, and $7,800 in FPUC benefits that he is required to repay to the Department.

[2] EAB has taken notice of this fact which is contained in Employment Department records. OAR 471-041-0090(1) (May 13, 2019). Any party that objects to our taking notice of this information must submit such objection to this office in writing, setting forth the basis of the objection in writing, within ten days of our mailing this decision. OAR 471-041-0090(2). Unless such objection is received and sustained, the noticed fact will remain in the record.

Voluntary Quit. 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.

Pursuant to OAR 471-030-0071 (September 13, 2020), the Department temporarily modified its rules, from September 13, 2020, through July 24, 2021, by adding, in relevant part:

> (1) The following situations are deemed to be "COVID-19 related situations":
>
> > (a) A person is unable to work because they are ill with the novel coronavirus;
> >
> > (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;
> >
> > (c) A person is unable to work because they have been advised by their health care provider or by advice issued by Page 2 of 4 public health officials to self-quarantine due to possible risk of exposure to, or spread of, the novel coronavirus;
> >
> > (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;
> >
> > (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; and
> >
> > (g) A person is being asked to work when it would require them to act in violation of a mandatory quarantine or Governor's directive regarding the limitation of activities to limit the spread of the novel coronavirus.
>
> (2) Disqualifications from unemployment insurance benefits. People are not disqualified from receiving unemployment insurance benefits under the following circumstances (although they still must meet the weekly eligibility requirements to receive benefits):
>
> > * * *

(b) A person quits work because of a COVID-19 related situation (ORS 657.176(2)(c));

* * *

* * *

Temporary OAR 437-001-0744 (effective December 11, 2020, through May 4, 2021) provided, in relevant part:

* * *

(2) Definitions.

* * *

(l) Feasibility - refers to the ability of an employer to implement any requirement in a rule. Oregon OSHA rules never prohibit work. Whether feasibility is mentioned in a provision of the rule or not, if the employer can demonstrate that it is functionally impossible to comply or if doing so would prevent completion of the work, the employer need not comply, but must take any available reasonable alternative steps to protect the employees involved.

* * *

(3) COVID-19 Requirements for All Workplaces. Except as otherwise provided by this rule, the following requirements apply to all workplaces.

(a) Physical distancing. All employers must ensure that both work activities and workflow are designed to eliminate the need for any employee to be within 6 feet of another individual in order to fulfill their job duties unless the employer determines and can demonstrate that such physical distancing is not feasible for certain activities.

(b) Mask, face covering, or face shield requirements. Each employer must ensure that all individuals (including employees, part-time workers, temporary laborers, customers, vendors, patrons, contractors, etc.) at the workplace or other premises subject to the employer's control wear a mask, face covering, or face shield as source control in accordance with the requirements of the Oregon Health Authority's Statewide Mask, Face Covering, Face Shield Guidance.

* * *

(l) Medical removal. Whenever the Oregon Health Authority, local public health agency, or medical provider recommends an employee be restricted from work due to quarantine or isolation for COVID-19, such as through identification during contact tracing activities, the affected worker(s) must be directed to isolate at home and away from other non-quarantined individuals. Note: Other than the obligation to provide such direction

> and to remove such employees from the workplace, the employer has no obligation to enforce the employee's quarantine or isolation.
>
> * * *

Claimant quit working for GLISS based on his fear that the client might change his schedule or reduce his hours, and also due to his fear of contracting COVID-19, which was worsened by his belief that precautions to prevent transition of the virus at the plant were inadequate. For the reasons explained herein, claimant has not met his burden to show that either reason constituted good cause for leaving work.

To the extent claimant quit work due to a potential schedule change, he quit work without good cause. Claimant testified that when he started the assignment, he did so on the condition that he would work nights and the understanding that if they changed "the shifts or hours" he would not work there anymore. Order No. 24-UI-276374 October 4, 2024, Transcript at 20. At some point, the client posted a sign-up sheet asking for volunteers to make changes to their schedules due to understaffing. Claimant "never signed the list." Order No. 24-UI-276374 October 4, 2024, Transcript at 20. When asked at hearing whether the client ever told claimant that he had to work anything other than night shifts, he testified, "[A]ll I can say is that they posted new shifts. . . I was hearing from other employees if you did not sign up then they'll just move you on their own accord. So I don't know. I. . . didn't intend to go any further than that." Order No. 24-UI-276374 October 4, 2024, Transcript at 21. The record therefore shows that claimant's belief that his schedule would change amounted only to speculation. As such, claimant did not face a grave situation in that regard at the time he quit work.

To the extent that claimant quit work due to his fear of contracting COVID-19, he likewise quit without good cause. Claimant testified that he had no preexisting conditions that would have made him particularly susceptible to COVID-19 complications, though he was 62 years old at the time of the assignment with the client. Order No. 24-UI-276374 October 4, 2024, Transcript at 15. The record does not suggest that the "COVID related reasons" enumerated in (a) through (f) of the temporary rule modifications were in any way applicable to claimant's situation. As to reason (g), the record does not suggest that claimant was at any time during the assignment subject to a mandatory quarantine. Further, the record does not suggest that by working in a meat processing plant making substantial efforts to comply with applicable COVID-19 safety rules, as discussed in greater detail below, claimant was required "to act in violation of [the] Governor's directive regarding the limitation of activities to limit the spread of [COVID-19]." Therefore, the temporary rule modifications made pursuant to OAR 471-030-0071 are not dispositive, and this reason for quitting work is subject to the standard good cause analysis.

Claimant was asked at hearing if the client "consistently required employees to wear masks," to which claimant responded affirmatively, though he questioned the effectiveness of the masks when wet from the fluids inherent in an environment where meat was processed. Order No. 24-UI-276374 October 4, 2024, Transcript at 17. Claimant also testified, "[E]verybody's elbow to elbow working. So there is absolutely no social distancing." Order No. 24-UI-276374 October 4, 2024, Transcript at 11. Claimant additionally asserted, "[W]hile I was there people had COVID. People were sick there, working there, and sick." Order No. 24-UI-276374 October 4, 2024, Transcript at 13.

GLISS's witness offered testimony in rebuttal, stating, "[W]e do have a safety officer that would visit job sites. . . during COVID to confirm [compliance with rules]. . . [W]e have an onsite manager that works at [the client] and [she] provided photos of the 'X's' on the floor. . . where social distancing was intended. And they moved around their operations. They had multiple facilities on their jobsite to spread people out more. . . [T]hey have stringent rules on. . . calling in if you had any symptoms of COVID." Order No. 24-UI-276374 October 24, 2024, Transcript at 39-40. However, because this witness did not submit to full cross-examination, where her testimony conflicted with claimant's account, claimant's account is entitled to greater weight, and the facts have been found accordingly. Thus, while GLISS and the client may have been taking reasonable measures to comply with COVID-19 rules, there may have been more that could feasibly have been done toward meeting the six-foot distancing requirement. This would include further reducing the number of employees per square foot on each shift. To that extent, claimant may have faced a grave situation. However, claimant had reasonable alternatives to quitting.

At hearing, claimant was asked whether he ever brought "concerns about safety to either GLISS or management at [the client]," to which claimant responded, "I brought it up to a couple [client] supervisors that were on the floor . . . that spoke a little bit of English." Order No. 24-UI-276374 October 4, 2024, Transcript at 24-25. Claimant elaborated, "I don't know if they understood or they, uh, just shrugged it off." Order No. 24-UI-276374 October 4, 2024, Transcript at 25. Claimant further testified that there was a "main" supervisor who was the "only one that [claimant thought] spoke English," but claimant did not discuss the concerns with him. Order No. 24-UI-276374 October 4, 2024, Transcript at 25. Claimant also testified, "I didn't bring anything up with GLISS" because he thought doing so would have been "pointless." Order No. 24-UI-276374 October 4, 2024, Transcript at 26.

Given GLISS's participation in, and oversight of, the client's compliance with COVID-19 rules, and the client's demonstrated efforts in complying with the rules, it would have been reasonable for claimant to discuss his concerns with the main client supervisor and management at GLISS as an alternative to quitting work. GLISS's witness testified, "We were involved in the sense of ensuring that [the client was] following. . . certain COVID guidelines. And it was an expectation of our employees to let us know if they felt uncomfortable or there was anything that they felt they weren't complying with." Order No. 24-UI-276374 October 24, 2024, Transcript at 39. The witness was asked at hearing what would have happened if claimant "had contacted GLISS and filed such a complaint," to which she replied, in part, "We would have visited onsite or had our account manager for that. . . follow up with [the client] to discuss it—his concerns, and done an investigation." Order No. 24-UI-276374 October 24, 2024, Transcript at 40. Therefore, more likely than not, it would not have been futile or "pointless" for claimant to discuss his concerns with GLISS. Accordingly, to the extent claimant faced a grave situation due to his COVID-19 concerns, he had a reasonable alternative to quitting. Therefore, claimant voluntarily quit work without good cause, and is disqualified from receiving unemployment insurance benefits effective January 26, 2021.

Overpayment. ORS 657.310(1) 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. That provision 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.* In addition, an individual who has been disqualified for benefits

under ORS 657.215 for making a willful misrepresentation is liable for a penalty in an amount of at least 15, but not greater than 30, percent of the amount of the overpayment. ORS 657.310(2).

Federal guidance provides, "The terms and conditions of the state law which apply to claims for regular compensation and extended benefits and the payment thereof shall apply to claims for PUA and the payment thereof except as provided in these operating instructions and any additional guidance issued regarding the PUA program." U.S. Dep't of Labor, Unemployment Program Information Letter ("UIPL") No. 16-20 at I-11 (April 5, 2020). Overpayment of PUA benefits is governed by 15 U.S.C. § 9021, which provides, "In the case of individuals who have received amounts of pandemic unemployment assistance to which they were not entitled, the State shall require such individuals to repay the amount of such pandemic unemployment assistance to the State agency," unless the state agency waives repayment. Further, per UIPL 16-20 Change 4 at I-26, "[T]he State agency must recover the amount of PUA to which an individual was not entitled in accordance with the same procedures as apply to recovery of overpayments of regular [unemployment insurance] paid by the State."

Order No. 21-UI-176999 concluded that claimant was ineligible to receive PUA benefits for weeks 37-20 through 50-20 and 04-21 through 13-21, and that order has since become final. Therefore, as a matter of law, claimant was not entitled to, and was therefore overpaid, the $4,920 in PUA benefits he received for those weeks.

As discussed earlier in this decision, claimant voluntarily quit working for GLISS without good cause and was therefore disqualified from receiving regular UI benefits effective January 26, 2021. Claimant remained disqualified though at least July 24, 2021, because the record does not show that he earned any wages in subject employment during that period with which he could requalify for benefits.[3] Therefore, as a matter of law, claimant was not entitled to, and was therefore overpaid, $2,512 in regular UI benefits for the weeks of April 4, 2021 through July 24, 2021 (weeks 14-21 through 29-21).

Under the provisions of 15 U.S.C. § 9023, claimant also received $7,800 in FPUC benefits to which he was not entitled. FPUC is a federal benefits program that provided eligible individuals with $300 per week, in addition to their regular UI or PUA weekly benefit amount, during the period of December 27, 2020, through September 4, 2021 (weeks 53-20 through 35-21). *See* UIPL 15-20 at 6. Individuals were eligible to receive the full $300 FPUC benefit if they were eligible to receive at least one dollar of regular UI or PUA benefits for the claimed week. UIPL 15-20 at I-5. Because claimant was not eligible for at least one dollar of PUA or regular UI benefits for weeks 04-21 through 29-21, he also was ineligible to receive FPUC benefits for those weeks. *See* 15-20 at I-7 ("If an individual is deemed ineligible for regular compensation in a week and the denial creates an overpayment for the entire weekly benefit amount, the FPUC payment for the week will also be denied. And the FPUC overpayment must also be created.")

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 he received the FPUC benefits to which he

[3] The record does not show whether the Department also disqualified claimant from regular UI benefits based on the separation from UPS. However, because the disqualification from the GLISS separation was in effect during this period, the GLISS disqualification is independently dispositive of claimant's entitlement to benefits.

was not entitled. Federal guidance additionally provides 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.

Claimant was overpaid PUA, regular UI, and FPUC benefits because he failed to disclose the material facts that he had worked for UPS and GLISS and voluntarily quit those jobs. ORS 657.310(1) therefore governs recovery of those overpaid benefits, even if claimant's failure to disclose the material facts was not knowing or intentional. Accordingly, claimant must repay the overpaid benefits under the terms of that statute.

For these reasons, claimant voluntarily quit working for GLISS without good cause and is disqualified from receiving unemployment insurance benefits effective January 26, 2021. Claimant was overpaid $4,920 in PUA benefits, $2,512 in regular UI benefits, and $7,800 in FPUC benefits that he is liable to repay to the Department.

DECISION: Orders No. 24-UI-276370, 24-UI-276365, and 24-UI-276374 are affirmed.

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

DATE of Service: January 30, 2025

NOTE: The Department may defer recovery or completely waive the overpaid amount if certain standards are met. If you apply but do not qualify for a waiver, other relief may be available, such as temporarily pausing collection efforts or limiting reductions of current benefits. It is important to apply for a waiver as soon as possible because waivers are not retroactive. For more information on requesting a waiver, go to https://unemployment.oregon.gov/overpayments or call 503-947-1995.

The Overpayment Waiver Application is available for download at https://unemployment.oregon.gov/uploads/docs/FORM129-EN.pdf and can be submitted in any of these ways:

- **Frances Online: Log in to your Frances Online account and use "Send a Message"**
- **Use the Contact Us form online at: unemployment.oregon.gov/contact**
- **Email: UIOverpayments@employ.oregon.gov – Subject: "Waiver Request"**
- **Fax: 503-947-1811 – ATTN: BPC Waiver Requests**
- **U.S. Mail: BPC Overpayment Waivers, PO Box 14130, Salem, OR 97311**

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.

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. If you are unable to complete the survey online and wish to have 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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