EO: Intrastate
BYE: 24-May-2025

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

709
DS 005.00

EMPLOYMENT APPEALS BOARD DECISION
2025-EAB-0140

Reversed
No Disqualification

PROCEDURAL HISTORY: On November 8, 2024, the Oregon Employment Department (the Department) served notice of an administrative decision concluding that claimant quit working for the employer without good cause and was disqualified from receiving benefits effective October 13, 2024. (decision # L0007119373).[1] Claimant filed a timely request for hearing. On January 31, 2025, ALJ Contreras conducted a hearing, and on February 12, 2025, issued Order No. 25-UI-282938, affirming decision # L0007119373. On March 3, 2025, claimant filed an application for review with the Employment Appeals Board (EAB).

WRITTEN ARGUMENT: Claimant's argument contained information that was not part of the hearing record and did not show that factors or circumstances beyond claimant's reasonable control prevented her from offering the information during the hearing. Under ORS 657.275(2) and OAR 471-041-0090 (May 13, 2019), EAB considered only information received into evidence at the hearing. EAB considered any parts of claimant's argument that were based on the hearing record.

FINDINGS OF FACT: (1) Integrated Supports for Living, Inc. employed claimant as a therapeutic mentor from July 31, 2023, until October 22, 2024.

(2) Claimant's job involved caregiving for disabled adults at one of the employer's residential care facilities. Claimant worked twelve-hour shifts at the facility, and the work was physically demanding. Claimant frequently had to lift clients and, on April 25, 2024, claimant sustained an injury to her shoulder while doing so. After sustaining the shoulder injury, claimant worked light duty for a few days in early May 2024, but experienced excruciating pain and was sent home on May 9, 2024.

[1] Decision # L0007119373 stated that claimant was denied benefits from October 13, 2024, to May 24, 2025. However, decision # L0007119373 should have stated that claimant was disqualified from receiving benefits beginning Sunday, October 13, 2024, and until she earned four times her weekly benefit amount. *See* ORS 657.176.

(3) Claimant went on a medical leave of absence based, initially, on the shoulder injury. In mid-July 2024, claimant's doctors authorized her to return to work in a limited capacity, but the employer could not accommodate her restrictions.

(4) In June or July 2024, claimant discovered she had a separate medical condition that required her to undergo a hysterectomy. On August 24, 2024, claimant underwent the hysterectomy surgery. Claimant remained on medical leave, with her leave based upon both the shoulder injury and recovery from the hysterectomy.

(5) On September 19, 2024, claimant and the employer's human resources (HR) worker had a telephone meeting to discuss potential accommodations and claimant's return to work. During the meeting, the HR worker requested claimant's most recent doctors' notes regarding her conditions. Claimant obtained doctors' notes dated September 18, 2024, and September 20, 2024. Exhibit 2 at 24-26. The notes restricted claimant from lifting more than 15 pounds and deemed her able to work in a modified capacity from September 20, 2024, through October 6, 2024, and full capacity starting October 7, 2024. Exhibit 2 at 25, 26. The doctors' notes did not specifically state that claimant was restricted from working twelve-hour shifts. Claimant conveyed the doctors' notes to the HR worker on September 23, 2024.

(6) On September 23, 2024, the HR worker sent claimant an email advising that after reviewing claimant's restrictions, the employer could not accommodate them at the facility at which claimant had worked before her injury. Exhibit 2 at 18. However, the HR worker advised they could "offer accommodations at Fisher/Sizemore," a different facility. Exhibit 2 at 18. The scope of the work at the Fisher/Sizemore facility was to be far less physically demanding. It would involve checking client blood sugar levels, passing out medications, cooking, and "a lot of . . . sitting[.]" Transcript at 56. However, in her email, the HR worker did not offer these details or specify what the scope of claimant's work at Fisher/Sizemore would be, but merely stated accommodations could be offered there.

(7) In her September 23, 2024, email, the HR worker advised that the available shifts at Fisher/Sizemore were Monday, Tuesday, and Wednesday or Wednesday, Thursday, and Friday. Exhibit 2 at 18. Although the shifts were to be twelve hours long, the same length as the shifts claimant had previously worked, the HR worker did not specifically state the length of the shifts in the email. On September 23, 2024, claimant replied that she "would like the Wed-Fri shift option," and that she was "[l]ooking forward to establishing a new beginning and routine." Exhibit 2 at 18.

(8) On September 30, 2024, claimant sent the HR worker an email advising that she had a conflict with working Fridays during October 2024 because an educational program she was attending was scheduled for that day. Exhibit 2 at 16. Claimant also advised that she had medical appointments on Wednesday October 2, 2024, and Friday October 4, 2024, that conflicted with her working those days. Exhibit 2 at 16. Claimant offered to go to Fisher/Sizemore on Tuesday October 1, 2024, or Thursday October 3, 2024 "to get acquainted with the new location and individuals." Exhibit 2 at 16. Claimant also stated, "I would like to know the scope of the duties, responsibilities, and expectations prior to ensure it can support my restrictions and limitations." Exhibit 2 at 16.

(9) Claimant wished to know the scope of the work at the Fisher/Sizemore facility because she was concerned that the work would not align with her work restrictions. Claimant was also concerned based

on her experiences at the employer's other facility that she would be left alone and unable to physically perform her job duties, such as performing CPR on a client in the event of an emergency.

(10) On September 30, 2024, the HR worker responded. She stated that the employer was unable to accommodate claimant's conflict with working Fridays due to her educational program. Exhibit 2 at 15. To accommodate claimant's October 2 and October 4, 2024, doctor's appointments, the HR worker offered claimant shifts on Tuesday October 1, 2024, and Thursday October 3, 2024, the days claimant had offered to go to the facility to get acquainted. Exhibit 2 at 15. The HR worker stated that managers would "be onsite during your orientation to support your transition into this new program," but did not provide the scope of claimant's duties at Fisher/Sizemore. Exhibit 2 at 15. The HR worker also specified that the October 1 and October 3, 2024, shifts would be from 6:00 a.m. to 6:00 p.m. Exhibit 2 at 15. This was the first time that the HR worker specifically stated that claimant's shifts would be twelve hours long upon her return to work.

(11) Claimant was concerned about working twelve-hour shifts. At the time, claimant found that she could not "get through a regular day at home without pain or just doing simple tasks," and when she did physical therapy, it "would take [her] out for the rest of the day." Transcript at 34. Based on her knowledge of her "body and capabilities" claimant concluded that she could not physically work twelve-hour shifts. Transcript at 34.

(12) On Tuesday, October 1, 2024, claimant did not work the offered shift at the Fisher/Sizemore facility. That day, the HR worker emailed claimant and inquired whether claimant intended to work the shift on Thursday October 3, 2024, from 6:00 a.m. to 6:00 p.m. Exhibit 2 at 14. On Wednesday, October 2, 2024, the HR worker again emailed claimant requesting to know if she intended to work the shift on October 3, 2024, from 6:00 a.m. to 6:00 p.m. Exhibit 2 at 13.

(13) On October 2, 2024, claimant responded to the HR worker. Claimant stated that she would not be "able to work tomorrow's 12 hour shift." Exhibit 2 at 12. Claimant reiterated her request to "know the scope of [her] duties, expectations and information about [her] new role[.]" Exhibit 2 at 12-13. Claimant also mentioned that she had had physical therapy that day, October 2, 2024, and stated as follows:

> It's still clear that my shoulder still has limitations and isn't completely healed. Working a 12 hour shift would only make things worse. I have two appts on Friday [October 4, 2024], that will provide more details as to what I can do. I know with confidence that I am not physically capable of doing a 12 hour shift of cares. Documentation for this is in the works. . . . I have requested the necessary paperwork from Kaiser and you'll have it soon.

Exhibit 2 at 13.

(14) On Thursday October 3, 2024, claimant did not work the offered shift at the Fisher/Sizemore facility. On that day, the HR worker sent claimant a response email. The worker again did not specifically outline the scope of claimant's duties at the Fisher/Sizemore facility but explained that, based on claimant's September 18 and 20 doctors' notes, the employer's goal was to assign claimant to the Fisher/Sizemore facility to accommodate claimant's restrictions. Exhibit 2 at 11. The HR worker also pointed out that the September 18 and 20 doctors' notes did not mention any restrictions on the

number of hours claimant could work. Exhibit 2 at 11. The HR worker offered to have "a more in-depth conversation about the next steps and any necessary accommodations" after receiving the updated medical documentation claimant had referenced in her October 2, 2024, email. Exhibit 2 at 11-12.

(15) On October 4, 2024, claimant went to her medical appointments. Claimant's doctor who treated her shoulder injury deemed her able to work in a modified capacity from October 6, 2024, through November 3, 2024, and full capacity starting November 3, 2024. Exhibit 2 at 20. During the modified capacity period, claimant was to lift no more than 30 pounds and was restricted from reaching above her right shoulder more than 50% of the shift and from climbing ladders or using scaffoldings. Exhibit 2 at 20. Claimant's doctor who treated her post-surgery deemed her able to return to work at full capacity starting October 5, 2024. Exhibit 2 at 22. The doctors wrote the foregoing information in notes uploaded into claimant's medical provider account. The doctors' October 4, 2024, notes did not specifically state that claimant was restricted from working twelve-hour shifts.

(16) Claimant did not immediately provide the October 4, 2024, doctors' notes to the HR worker. Claimant gave the medical provider permission to send the notes to the employer, and believed that it would do so. However, for unknown reasons, "that didn't happen." Transcript at 30.

(17) Claimant and the employer had arranged for claimant to have October 8, 2024, through October 15, 2024, off work to allow claimant to visit her son in Texas. Claimant took the time off as planned, and the time off necessarily meant that claimant was not expected to work Wednesday, October 9 through Friday, October 11, 2024.

(18) As of October 10, 2024, the HR worker had not received claimant's October 4, 2024, doctors' notes. On October 10, 2024, while claimant was away visiting her son, the HR worker emailed claimant advising that the employer had not received claimant's updated doctor's notes or heard from her about returning to work. Exhibit 2 at 10-11. Claimant did not respond. Claimant was not checking her email and did not expect the employer to contact her while she was visiting her son.

(19) On October 15, 2024, the HR worker emailed claimant again. The worker again advised that the employer had not "received any updated documentation from [claimant's] physician." Exhibit 2 at 10. The HR worker then stated as follows:

> As we have not received a response, we may need to move forward with processing your administrative termination. However, I would like to give you a final opportunity to reach out, as we would much prefer to work with you if there are any updates or changes to your situation.
>
> Please contact us by 4:00 PM to let us know if you plan to return to work tomorrow. If we do not hear back from you by that time, we will proceed with processing your resignation.

Exhibit 2 at 10 (emphasis in original removed). The HR worker sent an identical message to claimant by text message on October 15, 2024.

(20) On October 15, 2024, as her return flight from Texas was landing, claimant saw the HR worker's text and realized that her medical provider had not sent the October 4, 2024, doctors' notes to the employer. Claimant texted back that she would respond later that night or the next day with the doctors' notes. That night or the next day, claimant logged into her medical provider account and accessed the notes.

(21) On Wednesday, October 16, 2024, claimant did not work the offered shift at the Fisher/Sizemore facility. On that date, the HR worker emailed claimant again. Exhibit 2 at 9. The worker stated that claimant did not report for the shift they offered that day, that the employer still had not received the October 4, 2024, doctors' notes, and that claimant was scheduled to work October 17 and 18 from 6:00 a.m. to 6:00 p.m. Exhibit 2 at 9. The HR worker concluded the email with, "If we do not hear back from you by 4:00pm today, we will proceed with processing your resignation." Exhibit 2 at 9.

(22) On October 16, 2024, claimant responded to the HR worker's email. In the response email, claimant gave the HR worker the October 4, 2024, doctor's notes by enclosing them as attachments. Claimant stated, "You also gave notice of a 12-hour shift . . . when I have stressed numerous times that I cannot work a 12 hour shift. It is too difficult for me to work that long of a shift at this time. I am very able and willing to work, just within my reasonable limitations." Exhibit 2 at 8.

(23) On Thursday, October 17, 2024, claimant did not work the offered shift at the Fisher/Sizemore facility. On that day, the HR worker emailed claimant. Exhibit 2 at 6-7. In the email, the HR worker again did not provide the scope of claimant's duties at Fisher/Sizemore. However, in an apparent reference to the restrictions contained in the October 4, 2024, notes and the lifting restriction contained in the September 2024 notes, the worker stated that the employer could accommodate the prohibition on using ladders and scaffolding, the restriction on lifting more than 15 pounds, and the restriction on reaching above her right shoulder.

(24) In the October 17, 2024, email, the HR worker stated that the employer had not received "any medical documentation indicating restrictions on the number of hours [claimant was] able to work." Exhibit 2 at 7. The email concluded, "If you are unable to work within the restrictions and to work the required 12-hour shift, we will be moving with an administrative termination." Exhibit 2 at 7. The HR worker did not give claimant a deadline to provide documentation restricting her from working twelve-hour shifts. On Friday October 18, 2024, claimant did not work the offered shift at the Fisher/Sizemore facility.

(25) After receiving the HR worker's October 17, 2024, email, Claimant set about getting an appointment to obtain a note that would establish that she was restricted from working twelve-hour shifts. To do so, claimant had to wait on a call back from her medical provider. Claimant did not respond to the HR worker's email because she was "really overwhelmed and frozen." Transcript at 33. On Friday, October 18, 2024, claimant did not work the offered shift at the Fisher/Sizemore facility.

(26) As of October 22, 2024, claimant had not provided the employer with any documentation restricting her from working twelve-hour shifts. On October 22, 2024, the HR worker emailed claimant and stated, "Since we have not received a response or updated documentation regarding your ability to work the required 12-hour shifts, we will be processing your administrative termination effective October 17, 2024." Exhibit 2 at 6.

(27) On October 30, 2024, claimant had an appointment with the doctor treating her for her shoulder injury. That day, the doctor produced a note that stated, among other things, that claimant's "work day should be limited to no more than 8 hours per day." Exhibit 1 at 7. The soonest claimant could have gotten in to see the doctor following the October 17, 2024, email was October 30, 2024. When claimant obtained the note, her employment had already been terminated, so she did not convey it to the HR worker.

CONCLUSIONS AND REASONS: The employer discharged claimant, but not for misconduct.

Nature of the Work Separation. If the employee could have continued to work for the same employer for an additional period of time, the work separation is a voluntary leaving. OAR 471-030-0038(2)(a) (September 22, 2020). If the employee is willing to continue to work for the same employer for an additional period of time but is not allowed to do so by the employer, the separation is a discharge. OAR 471-030-0038(2)(b). "Work" means the continuing relationship between an employer and an employee. OAR 471-030-0038(1)(a). An individual is separated from work when the employer-employee relationship is severed. OAR 471-030-0038(1)(a).

The order under review concluded that claimant voluntarily left work without good cause. Order No. 25-UI-282938 at 5-7. In concluding that the work separation was a voluntary leaving, the order cited claimant's insistence that she know the scope of the work at the Fisher/Sizemore facility and that she not work twelve-hour shifts, along with the fact that claimant did not work the shifts the employer had offered at Fisher/Sizemore. Order No. 25-UI-282938 at 5-6. However, the record does not show that the work separation was a voluntary leaving. It shows that the work separation was a discharge that occurred on October 22, 2024.

As an initial matter, the record shows that claimant's willingness to return to work from leave was tempered to a degree by her insistence that the employer advise her of the scope of her duties at the Fisher/Sizemore facility and that she not work twelve-hour shifts. As to the former, it was reasonable for claimant to wish to know the scope of the work given her concerns that the work would not align with her restrictions and that she may not be able to physically perform her duties in an emergency. The HR worker's September 23 and October 3, 2024, emails stated that Fisher/Sizemore would accommodate claimant's restrictions, and the October 17, 2024, email made an apparent effort to specifically reference the restrictions that would be accommodated based on the restrictions listed in the doctors' notes claimant had provided to that point. *See* Exhibit 2 at 18, 11, 7. However, though the scope of the work at the Fisher/Sizemore facility was to be far less physically demanding, the HR worker never conveyed that information to claimant. At hearing, the HR worker testified that the work would involve checking blood sugar levels, passing out medications, cooking, and a "a lot of . . . sitting[.]" Transcript at 56. It is not clear why the HR worker did not share these details with claimant, given her multiple requests to learn what the scope of her duties at the Fisher/Sizemore facility would be.

As to claimant's insistence that she not work twelve-hour shifts, the length of the shifts claimant had worked before she took leave were twelve hours. When the HR worker sent the September 23, 2024, email presenting claimant with the ability to work at Fisher/Sizemore, she did not specifically state that the shifts would be twelve hours. Exhibit 2 at 18. However, as shifts of that length had been the previous arrangement, it is unusual that in her September 23, 2024, response email, claimant advised that she "would like the Wed-Fri shift option" without requesting that the shifts be less than twelve hours in

length. Exhibit 2 at 18. In any event, claimant's concern about working twelve-hour shifts, based on knowledge of her physical limitations and confirmed by the October 30, 2024, doctor's note that she obtained after the work separation, was reasonable. Claimant's September 2024 and October 4, 2024, doctors' notes did not specifically state that claimant was restricted from working twelve-hour shifts. The employer stood firm that, absent medical documentation restricting the length of the shifts, the shifts offered at Fisher/Sizemore were to be twelve hours long, and claimant did not obtain the October 30, 2024, doctor's note until after the work separation. As a result, the issues of the length of her shifts and learning the scope of her duties were not resolved to claimant's satisfaction, and the record shows that claimant did not work the shifts the employer offered at the Fisher/Sizemore facility for those reasons.

Even so, the record shows that claimant was willing to work for the employer for an additional period of time. Aspects of claimant's correspondence with the HR worker support this conclusion. In her September 23, 2024, email, claimant accepted the Wednesday through Friday shifts offered by the HR worker and stated that she was "[l]ooking forward to establishing a new beginning and routine." Exhibit 2 at 18. In her September 30, 2024, email, although she noted upcoming conflicts related to doctor's appointments and the like, as well as her desire to know the scope of her duties, claimant offered particular days to go to the Fisher/Sizemore facility "to get acquainted with the new location and individuals," and expressed a desire to avoid miscommunication "as I transition back to work." Exhibit 2 at 16. In her October 16, 2024, email, claimant noted that the employer "cannot accept any resignation by me when none has been given" and asserted that she was "very able and willing to work, just within [her] reasonable limitations." Exhibit 2 at 8.

The HR worker's communications, in contrast, repeatedly referenced the prospect of terminating claimant's employment and culminated in the employer severing the employment relationship on October 22, 2024. In her October 15, 2024, email, the HR worker noted that the employer had not received new doctors' notes from claimant, stated "we may need to move forward with processing your administrative termination," and advised that unless they heard back from claimant, the employer would "proceed with processing your resignation." Exhibit 2 at 10. Likewise, in her October 16, 2024, email, the HR worker advised that unless claimant responded that day, "we will proceed with processing your resignation." Exhibit 2 at 9. On October 17, 2024, the HR worker stated, "If you are unable to work within the restrictions and to work the required 12-hour shift, we will be moving with an administrative termination." Exhibit 2 at 7. Finally, on October 22, 2024, the HR worker advised that the employer was processing claimant's administrative termination, purporting to give the work separation an effective date of October 17, 2024. Exhibit 2 at 6.

It was the employer's October 22, 2024, administrative termination that was the first unequivocal act of either party that showed a severance of the employment relationship. Moreover, at hearing, the HR worker conceded that the work separation was a discharge. Transcript at 50 (testifying that claimant "was discharged for failure to provide medical documentation to substantiate her requested accommodations."). Thus, claimant was willing to continue to work for the employer for an additional period of time but, as of October 22, 2024, was not allowed to do so by the employer. The work separation therefore was a discharge that occurred on October 22, 2024.

Discharge. ORS 657.176(2)(a) requires a disqualification from unemployment insurance benefits if the employer discharged claimant for misconduct connected with work. "As used in ORS 657.176(2)(a) . . .

a willful or wantonly negligent violation of the standards of behavior which an employer has the right to expect of an employee is misconduct. An act or series of actions that amount to a willful or wantonly negligent disregard of an employer's interest is misconduct." OAR 471-030-0038(3)(a). "'[W]antonly negligent' means indifference to the consequences of an act or series of actions, or a failure to act or a series of failures to act, where the individual acting or failing to act is conscious of his or her conduct and knew or should have known that his or her conduct would probably result in a violation of the standards of behavior which an employer has the right to expect of an employee." OAR 471-030-0038(1)(c). In a discharge case, the employer has the burden to establish misconduct by a preponderance of evidence. *Babcock v. Employment Division*, 25 Or App 661, 550 P2d 1233 (1976).

At hearing, the witness for the employer, who was the HR worker claimant had corresponded with during her leave, testified that claimant "was discharged for failure to provide medical documentation to substantiate her requested accommodations." Transcript at 50. When asked if anything else led up to the decision to discharge claimant when the employer did, the witness answered in the negative and stated, "[W]e just . . . didn't get the documentation that we had been asking for," and noted that the doctors' notes claimant produced on October 16, 2024, did not specifically state that claimant was restricted from working twelve-hour shifts. Transcript at 63.

Accordingly, the record shows that the employer discharged claimant for failing to provide medical documentation to show that she was restricted from working twelve-hour shifts, and not for any other reason, such as the fact that claimant did not work the shifts the employer had offered at Fisher/Sizemore. The employer failed to meet their burden to prove that claimant violated the employer's expectation willfully or with wanton negligence.

In her October 2, 2024, email, claimant asserted that she was not physically able to work twelve-hour shifts and advised, "Documentation for this is in the works. . . . I have requested the necessary paperwork from Kaiser and you'll have it soon." Exhibit 2 at 13. Claimant had medical appointments on October 4, 2024, and these gave rise to new doctors' notes from that date. However, though claimant gave her medical provider permission to send the notes to the employer, and believed that it would do so, for unknown reasons, "that didn't happen." Transcript at 30.

Without the promised medical documentation and with claimant not communicating while on her prearranged time off from October 8, 2024, through October 15, 2024, the HR worker sent claimant emails and texts on October 10 and 15, 2024 inquiring about the doctors' notes and threatening to move forward with claimant's administrative termination. Exhibit 2 at 10-11. On October 15, 2024, claimant saw the HR worker's text and realized that her medical provider had not sent the October 4, 2024, doctors' notes to the employer. Claimant logged into her medical provider account and accessed the notes, and, on October 16, 2024, emailed the HR worker, giving her the October 4, 2024, doctor's notes by enclosing them as attachments.

However, the October 4, 2024, doctors' notes did not specifically state that claimant was restricted from working twelve-hour shifts. The HR worker emailed claimant on October 17, 2024, and advised that the employer had still not received medical documentation indicating that claimant was restricted from working twelve-hour shifts, and that if claimant was unable to work within the existing restrictions, the employer would "be moving with an administrative termination." Exhibit 2 at 7.

The HR worker's October 17, 2024, communication was sufficient to convey a general expectation that claimant provide a doctor's note specifying that claimant was restricted from working twelve-hour shifts. However, the communication did not give claimant a deadline to provide the documentation. The record shows that after receiving the communication, claimant set about getting an appointment to obtain a note that would establish that she was restricted from working twelve-hour shifts, but that to do so, claimant had to wait on a call back from her medical provider. The employer discharged claimant on October 22, 2024. Claimant was unable to schedule the appointment to obtain a note for a date earlier than October 30, 2024. On that date, claimant's doctor produced a note that specified that claimant was restricted from working twelve-hour shifts. However, because claimant's employment had already been terminated, claimant did not convey the note to the employer.

Accordingly, the record shows that claimant did not deliberately fail to provide the medical documentation to the employer, and so did not willfully violate the employer's expectation that she do so. The record also shows that claimant did not fail to provide the medical documentation with wanton negligence. This is so because once the employer's expectation was established via the HR worker's October 17, 2024, email, claimant made substantial efforts to comply with the expectation, but was unable to schedule the appointment, obtain the doctor's note, and provide it to the employer before being discharged. Because claimant made substantial efforts to comply, claimant did not act with indifference to the consequences of her actions, and so did not violate the employer's expectation with wanton negligence.

For these reasons, the employer discharged claimant, but not for misconduct. Claimant is not disqualified from receiving benefits based on the work separation.

DECISION: Order No. 25-UI-282938 is set aside, as outlined above.

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

DATE of Service: <u>April 4, 2025</u>

NOTE: This decision reverses the ALJ's order denying claimant benefits. Please note that in most cases, payment of benefits owed will take about a week for the Department to complete.

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.

<u>Please help us improve our service by completing an online customer service survey</u>. 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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