STATE OF FLORIDA
REEMPLOYMENT ASSISTANCE APPEALS COMMISSION

In the matter of:

Claimant/Appellant

R.A.A.C. Order No. 14-00065

vs.

Referee Decision No. 0008780267-02U

Employer/Appellee

ORDER OF REEMPLOYMENT ASSISTANCE APPEALS COMMISSION

This case comes before the Commission for disposition of the claimant's appeal pursuant to Section 443.151(4)(c), Florida Statutes, of a referee's decision holding the claimant disqualified from receipt of benefits.

Pursuant to the appeal filed in this case, the Reemployment Assistance Appeals Commission has conducted a complete review of the evidentiary hearing record and decision of the appeals referee. *See* §443.151(4)(c), Fla. Stat. By law, the Commission's review is limited to those matters that were presented to the referee and are contained in the official record.

The referee's findings of fact state as follows:

> The claimant worked as a general manager for a fast food restaurant from October 2004 until August 8, 2013. The employer has a policy in place that does not allow managers to have relationships with any other co-workers. The employer has a strict sexual harassment policy. [If the] report has merit and depending on the severity of the report, disciplinary actions will take place, up to termination. On August 5, 2013, the regional manager was investigating allegations of a possible relationship between the claimant and another employee at her store. The regional manager was approached by the co-worker in question. The employee told the regional manager that he and the claimant had been texting back [and] forth since May 2013 and that the claimant's comments to him had progressively become more personal in nature. The employee showed the regional manager the text messages between the claimant and himself. The co-worker told the regional manager that he felt uncomfortable

> with the way the claimant was talking to him, but had not said anything prior due to fear of losing his job. On August 8, 2013, after looking through the text message[s] and meeting with other employee[s], the director of operations confronted the claimant in regards to allegations of sexual harassment of another employee. The claimant denied the allegations. The claimant was given the option to resign or face termination. On August 8, 2013, the claimant quit her employment.

Based on these findings, the referee held the claimant voluntarily left work without good cause attributable to the employing unit. Upon review of the record and the arguments on appeal, the Commission concludes the record was not sufficiently developed; consequently, the case must be remanded.

Having examined the record of the proceedings conducted by the appeals referee, it is found that the documentary record of the hearing before the referee cannot be located by the Office of Appeals. Consequently, the case must be remanded for the scheduling of a hearing to reconstruct the missing portions of the record or have its contents stipulated to. If either of these remedies can be accomplished, the referee shall then address the procedural and analytical issues outlined below. In the event this is not possible, the only adequate remedy is a new hearing and decision based thereon.

The record reflects the claimant was separated from her employment after the employer was presented with, and investigated, allegations that she had a relationship with a subordinate. The subordinate in question testified that he acquiesced to certain interactions with the claimant because she was the general manager and, although she never informed him his job was at risk if he did not do what she wanted, he was concerned for his job. The subordinate further testified he felt uncomfortable with the claimant's interactions with him and that he ultimately presented his concerns to management. The employer's owner and the director of operations testified that they investigated the subordinate's concerns and determined the claimant's behavior violated the employer's sexual harassment policy and its policy prohibiting managers from dating subordinates, also known as a "non-fraternization policy."

The claimant denied having a relationship with her subordinate and denied knowledge of the policy prohibiting management from having relationships or socializing with co-workers. The claimant asserted that numerous employees within the company date their subordinates and noted that she and her former husband were both employed with the employer at one point in time. While the claimant asserted her relationship with the subordinate at issue was purely one of friendship, the testimony of the claimant and her subordinate indicates they met socially on several occasions.

Both parties testified that, following the investigation, the employer presented the claimant with the option to resign from her position or be terminated. Accordingly, the referee's conclusion that the claimant "chose to quit when given the option instead of seeing the investigation finished" is not supported by the record and conflicts with his finding of fact that the claimant was given the option to resign or face termination.

When an employee is given the option to resign or face *immediate* termination, as opposed to the prospect of potential termination in the near future, it is clear that they do not have the option to remain employed. Consequently, resigning employment in lieu of discharge is not a voluntary act, but is simply another form of discharge. Accordingly, the question that must be addressed is whether the discharge was for misconduct connected with work.

Effective May 17, 2013, Section 443.036(30), Florida Statutes, states that misconduct connected with work, "irrespective of whether the misconduct occurs at the workplace or during working hours, includes, but is not limited to, the following, which may not be construed in pari materia with each other":

> (a) Conduct demonstrating a conscious disregard of an employer's interests and found to be a deliberate violation or disregard of the reasonable standards of behavior which the employer expects of his or her employee. Such conduct may include, but is not limited to, willful damage to an employer's property that results in damage of more than $50; or theft of employer property or property of a customer or invitee of the employer.
>
> (b) Carelessness or negligence to a degree or recurrence that manifests culpability or wrongful intent, or shows an intentional and substantial disregard of the employer's interests or of the employee's duties and obligations to his or her employer.

(c) Chronic absenteeism or tardiness in deliberate violation of a known policy of the employer or one or more unapproved absences following a written reprimand or warning relating to more than one unapproved absence.

(d) A willful and deliberate violation of a standard or regulation of this state by an employee of an employer licensed or certified by this state, which violation would cause the employer to be sanctioned or have its license or certification suspended by this state.

(e)1. A violation of an employer's rule, unless the claimant can demonstrate that:

a. He or she did not know, and could not reasonably know, of the rule's requirements;

b. The rule is not lawful or not reasonably related to the job environment and performance; or

c. The rule is not fairly or consistently enforced.

2. Such conduct may include, but is not limited to, committing criminal assault or battery on another employee, or on a customer or invitee of the employer; or committing abuse or neglect of a patient, resident, disabled person, elderly person, or child in her or his professional care.

At the outset of the hearing, the claimant and the referee acknowledged the employer provided documentary evidence for the hearing. The testimony presented indicates the documents included text messages purportedly exchanged between the claimant and her subordinate and copies of the employer's non-discrimination and sexual harassment policies. Testimony presented by the employer's owner indicates the employer also has a non-fraternization policy that prohibits members of management from engaging in relationships with their subordinates, regardless of whether the relationships are consensual. It is not clear whether the non-fraternization policy is also embodied within the documents provided by the employer for the hearing.

The precise terms of the employer's policy(ies) must be established in order to determine whether the claimant's interactions with her subordinate violated the employer's policies. The referee, however, did not properly address the documents the employer submitted for the hearing. In order for documents to be considered, they must be properly introduced as evidence and properly labeled by the referee. Fla. Admin. Code R. 73B-20.024(3)(e). Generally, parties are laypersons unfamiliar with the technical requirements of administrative law. On remand, the referee is directed to clarify with the parties their intent regarding referenced documents and enter the policy and messages as exhibits, if appropriate.

The factual pattern in this case presents two similar but distinct issues that require analysis. The first issue is whether the claimant's interactions with her subordinate constitute sexual harassment as the term is commonly defined by the law and the second issue is whether the claimant's interactions with her subordinate violated either the employer's sexual harassment policy or the employer's non-fraternization policy.

"Sexual harassment is a form of sex discrimination prohibited by the Florida Civil Rights Act, so that an employee may assert a claim for sexual harassment under Section 760.10, Florida Statutes." *Maldonado v. Publix Supermarkets*, 939 So. 2d 290 (Fla. 4th DCA 2006). "The Florida Civil Rights Act is patterned after Title VII, and therefore federal case law regarding Title VII is applicable." *Id*. at 293 n. 2.

> Unwelcome sexual advances, requests for sexual favors, and other verbal or physical conduct of a sexual nature constitute sexual harassment when (1) submission to such conduct is made either explicitly or implicitly a term or condition of an individual's employment, (2) submission to or rejection of such conduct by an individual is used as the basis for employment decisions affecting such individual, or (3) such conduct has the purpose or effect of unreasonably interfering with an individual's work performance or creating an intimidating, hostile, or offensive working environment.

29 CFR § 1604.11. Whether an alleged harasser's conduct was "unwelcome" is the material portion of an allegation of sexual harassment. *Meritor Savings Bank, FSB v. Vinson*, 477 U.S. 57, 68 (1986). In *Meritor*, the Supreme Court noted that the question of whether conduct was unwelcome presented difficult problems of proof

and would turn "largely on credibility determinations committed to the trier of fact." *Id*. The court explained that the correct inquiry was whether an alleged victim had indicated that the alleged advances were unwelcome, not whether the victim's participation in any particular act itself was voluntary. *Id*. at 68.

The Supreme Court later explained that "whether an environment is 'hostile' or 'abusive' can be determined only by looking at all the circumstances." *Harris v. Forklift Systems, Inc.*, 510 U.S. 17, 23 (1993). Factors that should be examined in determining whether an environment is hostile or abusive are "the frequency of the discriminatory conduct; its severity; whether it is physically threatening or humiliating, or a mere offensive utterance; and whether it unreasonably interferes with an employee's work performance." *Id*. However, it is not necessary for the harassing behavior to reach the threshold of creating a "hostile or abusive environment" implicating the Florida Civil Rights Act (hereinafter "FCRA") or Title VII liability to constitute "misconduct" under reemployment assistance law. *See* R.A.A.C. Order No. 13-08300 (February 6, 2014).[1]

The Commission notes that federal and state law providing for civil redress when an employee has been subjected to sexual harassment has existed for sufficient time and achieved sufficient notoriety to apprise any reasonable manager that unwelcomed overtures to, or the romantic pursuit of, a subordinate could lead to litigation against their employer. Therefore, in addition to possibly constituting misconduct as the term is defined in subparagraph (e), a manager's romantic pursuit of a subordinate could constitute "conduct demonstrating a conscious disregard of an employer's interests and found to be a deliberate violation or disregard of the reasonable standards of behavior which the employer expects of his or her employee". *See* §443.036(a), Florida Statutes. To that end, romantic overtures that continue after an individual has been rebuffed or explicit overtures from a manager to a subordinate could constitute misconduct as the term is defined in subparagraph (a) of the statutory definition of misconduct.

Furthermore, in cases implicating FCRA or Title VII liability, an employer's promulgation of a sexual harassment policy is a necessary shield against potential liability from sexual harassment lawsuits. *See generally Faragher v. City of Boca Raton*, 524 U.S. 775 (1998); *Vance v. Ball State Univ.*, __ U.S.__, 133 S. Ct. 2434 (2013); *Scott v. Publix Supermarkets*, 2008 U.S. Dist. Lexis 57799, *14 (S.D. Fla. 2008) (explaining that the crafting of a uniform policy outlining unacceptable conduct and procedures necessary to report the same could allow truly blameless employers to escape liability for their errant manager's misbehavior). Consequently, reemployment assistance law must be interpreted in a manner that aids in the

[1] Available at http://www.floridajobs.org/finalorders/raac_finalorders/13-08300.pdf.

achievement of both the FCRA and Title VII's objective of ending discrimination and harassment in the workplace by encouraging employers to draft and enforce sexual harassment policies. Claimants have previously been held disqualified from the receipt of benefits for activity such as kissing a subordinate on the cheek in violation of an employer's sexual harassment policy, and for engaging in consensual sexual horseplay with co-workers in violation of the employer's policy. *Sears, Roebuck & Co. v. Florida Unemployment Appeals Commission*, 463 So. 2d 465 (Fla. 2d DCA 1985); *Lockheed Martin Corp., v. Unemployment Appeals Commission*, 876 So. 2d 31 (Fla. 5th DCA 2004).

To establish a violation under subparagraph (e), the employer must present evidence establishing the policy/rule and evidence that the claimant violated it. If the employer establishes the claimant violated a rule/policy, the burden shifts to the claimant to establish one of the affirmative defenses set forth in subparagraph (e)1.a.-c. The claimant has the burden of showing that he/she did not know, and could not reasonably know, of the rule's requirements; the rule is not lawful or not reasonably related to the job environment and performance; or the rule is not fairly or consistently enforced.

To be clear, an employee's behavior could violate an employer's sexual harassment policy without constituting "sexual harassment" as the term is defined by law. An employer's sexual harassment policy may prohibit conduct beyond that prohibited under Title VII and the FCRA. For example, many employers include non-fraternization policies within their sexual harassment rules. Such policies can properly prohibit even completely consensual conduct which would not otherwise be considered sexual harassment.

In this case, the employer's owner testified the claimant signed the employer's sexual harassment policy when she was hired. As the claimant denies knowledge of the policy, the best evidence that the claimant signed for the policy would be a copy of an acknowledgment page of the policy bearing the claimant's signature. Proper notice, however, is not limited to the terms of specific rule or policy at issue. An employee can be given notice of a policy and the potential consequences of violation of the policy in numerous ways: in a general disciplinary or other policy; by general oral or written notice to the workforce; by specific notice of the policy and consequences to the employee at issue; or by prior warnings or counseling to the employee. In the absence of prior notice or reasonable understanding of the entire rule and the consequences of violation of the rule, the rule might not be fairly or consistently enforced.

The claimant's testimony that she was married to her husband at a time when they both worked for the employer and her assertion that numerous individuals within the company dated also constitutes a defense that the rule was not fairly or consistently enforced. §443.036(30)(e)1.c., Fla. Stat. The referee, however, did not appropriately question the witnesses regarding this issue. Pursuant to Florida Administrative Code Rule 73B-20.024(3)(b) referees are charged with examining or cross-examining witnesses as is necessary to properly develop the record. In this case, the claimant must be questioned regarding when she began dating her former husband in relation to her employment with this employer. The parties must then be questioned regarding what knowledge management had of individuals' dating at the claimant's restaurant and other restaurants owned by the employer.

Finally, the Commission notes that, during the claimant's cross-examination of her former subordinate, she asked several questions that contained facts not yet in evidence, which should have led the referee to ask additional questions of the claimant. For example, although the claimant denied romantically pursuing the subordinate, she asked whether he told her "many times" that their age difference was the only reason why he would not be with her. The referee must, therefore, question the claimant in order to establish the context of the subordinate's statement to the claimant; specifically, what she said or did that made her subordinate provide her with a reason why he would not "be with her." Additionally, the claimant questioned the subordinate regarding going to his house when he was ill. The referee should, therefore, ask the claimant whether she was in the habit of going to her employees' homes when they were ill or whether she only visited this particular subordinate.

After developing the record as outlined above, the referee must render a new decision that addresses whether the claimant was discharged for misconduct as the term is defined within subparagraphs (a) and (e) of the statutory definition of misconduct. The referee must consider the totality of the circumstances and make specific findings regarding whether the claimant sexually harassed her former subordinate, whether she violated the employer's sexual harassment policy and whether she violated the employer's non-fraternization policy. *See Hardy v. City of Tarpon Springs*, 81 So. 2d 503, 506 (Fla. 1955). Should the referee conclude the claimant violated an established policy, the referee must also address whether the employer's policies were fairly and consistently enforced in this instance. Any hearing convened subsequent to this order shall be deemed supplemental, and all evidence currently in the record shall remain in the record.

The decision of the appeals referee is vacated and the case is remanded for further proceedings.

It is so ordered.

REEMPLOYMENT ASSISTANCE APPEALS COMMISSION

Frank E. Brown, Chairman
Thomas D. Epsky, Member
Joseph D. Finnegan, Member

This is to certify that on 5/29/2014, the above Order was filed in the office of the Clerk of the Reemployment Assistance Appeals Commission, and a copy mailed to the last known address of each interested party.

By: Kimberley Pena
Deputy Clerk

DEPARTMENT OF ECONOMIC OPPORTUNITY
REEMPLOYMENT ASSISTANCE PROGRAM
PO BOX 5250
TALLAHASSEE, FL 32314 5250

*19896646 *

Docket No.0008 7802 67-02 Jurisdiction: §443.151(4)(a)&(b) Florida Statutes

CLAIMANT/Appellant ***EMPLOYER/Appellee***

APPEARANCES Employer

Claimant

DECISION OF APPEALS REFEREE

Important appeal rights are explained at the end of this decision.

Derechos de apelación importantes son explicados al final de esta decisión.

Yo eksplike kèk dwa dapèl enpòtan lan fen desizyon sa a.

Issues Involved: SEPARATION: Whether the claimant was discharged for misconduct connected with work or voluntarily left work without good cause as defined in the statute, pursuant to Sections 443.101(1), (9), (10), (11); 443.036(30), Florida Statutes; Rule 73B-11.020, Florida Administrative Code.

Findings of Fact: The claimant worked as a general manager for a fast food restaurant from

October 2004, until August 8, 2013. The employer has a policy in place that does not allow managers to have relationships with any other co-workers. The employer has a strict sexual harrasment policy. The report has merit and depending on the severity of the report, disciplinary actions will take place, up to termination. On August 5, 2013, the regional manager was investigating allegations of a possible relationship between the claimant and another employee at her store. The regional manager was approached by the co-worker in question. The employee told the regional manager that he and the claimant had been texting back in forth since May 2013 and that the claimant's comments to him had progressively became more personal in nature. The employee showed the regional manager the text messages between the claimant and himself. The co-worker told the regional manager that he felt uncomfortable with the way the claimant was talking to him, but had not said anything prior due to fear of losing his job. On August 8, 2013, after looking through the text message and meeting with other employees, the director of operations confronted the claimant in regards to allegations of sexual harassment of another employee. The claimant denied the allegations. The claimant was given the option to resign or face termination. On August 8, 2013, the claimant quit her employment.

Conclusions of Law: The law provides that a claimant who voluntarily left work without good cause as defined in the statute will be disqualified for benefits. "Good cause" includes only cause attributable to the employing unit or illness or disability of the claimant requiring separation from the work. However, a claimant who voluntarily left work to return immediately when called to work by a permanent employing unit that temporarily terminated the claimant's work within the previous 6 calendar months, or to relocate due to a military-connected spouse's permanent change of station, activation, or unit deployment orders, is not subject to this disqualification.

The record shows the claimant quit. Good cause for voluntarily leaving a job is such cause as will reasonably impel the average, able-bodied, qualified worker to give up employment. Uniweld Products, Inc. v. Industrial Relations Commission, 277 So.2d 827 (Fla. 4th DCA 1973). The employer's witnesses were able to provide competent evidence to show the claimant was involved in a relationship with a fellow co-worker. The employer's witness provided testimony to show that he told the claimant he felt uncomfortable, but because of her position, he allowed the communication to continue for fear of losing his job. Upon being presented with the allegations, the claimant denied the allegations, but chose to quit when given the option instead of seeing the investigation finished. When an employee, in the face of allegations of misconduct, chooses to leave the employment rather than exercise a right to have the allegations determined, such action supports a finding that the employee voluntarily left the job without good cause. Board of County Commissioners, Citrus County v. Florida Department of Commerce, 370 So.2d 1209 (Fla. 2d DCA 1979). Accordingly, the claimant is disqualified from benefits.

The law provides that benefits will not be charged to the employment record of a contributing employer who furnishes required notice to the Department when the claimant left the work without good cause attributable to the employer.

The record shows the claimant quit without good cause attributable to the employer. Accordingly, the employer's tax account will not be charged.

The hearing officer was presented with conflicting testimony regarding material issues of fact and is charged with resolving these conflicts. In Order Number 2003-10946 (December 9,

2003), the Commission set forth factors to be considered in resolving credibility questions. These factors include the witness' opportunity and capacity to observe the event or act in question; any prior inconsistent statement by the witness; witness bias or lack of bias; the contradiction of the witness' version of events by other evidence or its consistency with other evidence; the inherent improbability of the witness' version of events; and the witness' demeanor. Upon considering these factors, the hearing officer finds the testimony of the employer to be more credible. Therefore, material conflicts in the evidence are resolved in favor of the employer.

Decision: The determination dated September 9, 2013, is AFFIRMED.

If this decision disqualifies and/or holds the claimant ineligible for benefits already received, the claimant will be required to repay those benefits. The specific amount of any overpayment will be calculated by the department and set forth in a separate overpayment determination, unless specified in this decision. However, the time to request review of this decision is as shown above and is not stopped, delayed or extended by any other determination, decision or order.

This is to certify that a copy of the above decision was distributed to the last known address of each interested party on December 27, 2013

GERREN MARDIS
Appeals Referee

By: Jodee Gomillion

JODEE GOMILLION, Deputy Clerk

IMPORTANT - APPEAL RIGHTS: This decision will become final unless a written request for review or reopening is filed within 20 calendar days after the mailing date shown. If the 20th day is a Saturday, Sunday or holiday defined in F.A.C. 73B-21.004, filing may be made on the next day that is not a Saturday, Sunday or holiday. If this decision disqualifies and/or holds the claimant ineligible for benefits already received, the claimant will be required to repay those benefits. The specific amount of any overpayment will be calculated by the Department and set forth in a separate overpayment determination. However, the time to request review of this decision is as shown above and is not stopped, delayed or extended by any other determination, decision or order.

A party who did not attend the hearing for good cause may request reopening, including the reason for not attending, at connect.myflorida.com or by writing to the address at the top of this decision. The date of the confirmation page will be the filing date of a request for reopening on the Department's Web Site.

A party who attended the hearing and received an adverse decision may file a request for review to the Reemployment Assistance Appeals Commission, Suite 101 Rhyne Building, 2740 Centerview Drive, Tallahassee, Florida 32399-4151; (Fax: 850-488-2123); **https://raaciap.floridajobs.org.** If mailed, the postmark date will be the filing date. If faxed, hand-delivered, delivered by courier service other than the United States Postal Service, or submitted via the Internet, the date of receipt will be the filing date. To avoid delay, include the docket number and claimant's social security number. A party requesting review should specify any and all allegations of error with respect to the referee's decision, and provide factual and/or legal support for these challenges. Allegations of error not specifically set forth in the request for review may be considered waived.

IMPORTANTE - DERECHOS DE APELACIÓN: Esta decisión pasará a ser final a menos que una solicitud por escrito para revisión o reapertura se registre dentro de 20 días de calendario después de la fecha marcada en que la decisión fue remitida por correo. Si el vigésimo (20) día es un sábado, un domingo o un feriado definidos en F.A.C. 73B-21.004, el registro de la solicitud se puede realizar en el día siguiente que no sea un sábado, un domingo o un feriado. Si esta decisión descalifica y/o declara al reclamante como inelegible para recibir beneficios que ya fueron recibidos por el reclamante, se le requerirá al reclamante rembolsar esos beneficios. La cantidad específica de cualquier sobrepago [*pago excesivo de beneficios*] será calculada por la Agencia y establecida en una determinación de pago excesivo de beneficios que será emitida por separado. Sin embargo, el límite de tiempo para solicitar la revisión de esta decisión es como se establece anteriormente y dicho límite no es detenido, demorado o extendido por ninguna otra determinación, decisión u orden.

Una parte que no asistió a la audiencia por una buena causa puede solicitar una reapertura, incluyendo la razón por no haber comparecido en la audiencia, en connect.myflorida.com o escribiendo a la dirección en la parte superior de esta decisión. La fecha de la página de confirmación será la fecha de presentación de una solicitud de reapertura en la página de Internet del Departamento.

Una parte que asistió a la audiencia y recibió una decisión adversa puede registrar una solicitud de revisión con la Comisión de Apelaciones de Servicios de Reempleo; Reemployment Assistance Appeals Commission, Suite 101 Rhyne Building, 2740 Centerview Drive, Tallahassee, Florida 32399-4151; (Fax: 850-488-2123); **https://raaciap.floridajobs.org.** Si la solicitud es enviada por correo, la fecha del sello de la oficina de correos será la fecha de registro de la solicitud. Si es enviada por telefax, entregada a mano, entregada por servicio de mensajería, con la excepción del Servicio Postal de Estados Unidos, o realizada vía el Internet, la fecha en la que se recibe la solicitud será la fecha de registro. Para evitar demora, incluya el número de expediente [*docket number*] y el número de seguro social del reclamante. Una parte que solicita una revisión debe especificar cualquiera y todos los alegatos de error con respecto a la decisión del árbitro, y proporcionar fundamentos reales y/o legales para substanciar éstos desafíos. Los alegatos de error que no se establezcan con especificidad en la solicitud de revisión pueden considerarse como renunciados.

ENPÒTAN - DWA DAPÈL: Desizyon sa a ap definitif sòf si ou depoze yon apèl nan yon delè 20 jou apre dat nou poste sa a ba ou. Si 20yèm jou a se yon samdi, yon dimanch oswa yon jou konje, jan sa defini lan F.A.C. 73B-21.004, depo an kapab fèt jou aprè a, si se pa yon samdi, yon dimanch oswa yon jou konje. Si desizyon an diskalifye epi/oswa deklare moun k ap fè demann lan pa kalifye pou alokasyon li resevwa deja, moun k ap fè demann lan ap gen pou li remèt lajan li te resevwa a. Se Ajans lan k ap kalkile montan nenpòt ki peman anplis epi y ap detèmine sa lan yon desizyon separe. Sepandan, delè pou mande revizyon desizyon sa a se delè yo bay anwo a; Okenn lòt detèminasyon, desizyon oswa lòd pa ka rete, retade oubyen pwolonje dat sa a.

Yon pati ki te gen yon rezon valab pou li pat asiste seyans lan gen dwa mande pou yo ouvri ka a ankò; fòk yo bay rezon yo pat ka vini an epi fè demann nan sou sitwèb sa a, connect.myflorida.com oswa alekri nan adrès ki mansyone okomansman desizyon sa a. Dat cofimasyon page sa pral jou ou ranpli deman pou reouvewti dan web sit depatman.

Yon pati ki te asiste odyans la epi li resevwa yon desizyon negatif kapab soumèt yon demann pou revizyon retounen travay Asistans Komisyon Apèl la, Suite 101 Rhyne Building, 2740 Centerview Drive, Tallahassee, Florida 32399-4151; (Faks: 850-488-2123); https://raaciap.floridajobs.org. Si poste a, dat tenm ap dat li ranpli aplikasyon. Si fakse, men yo-a delivre, lage pa sèvis mesaje lòt pase Etazini Sèvis nan Etazini Nimewo, oswa soumèt sou Entènèt la, dat yo te resevwa ap dat li ranpli aplikasyon. Pou evite reta, mete nimewo rejis la ak nimewo sosyal demandè a sekirite. Yon pati pou mande revizyon ta dwe presize nenpòt ak tout akizasyon nan erè ki gen rapò ak desizyon abit la, yo epi bay sipò reyèl ak / oswa legal pou defi sa yo. Alegasyon sou erè pa espesyalman tabli nan demann nan pou revizyon yo kapab konsidere yo egzante.
