STATE OF FLORIDA
REEMPLOYMENT ASSISTANCE APPEALS COMMISSION

In the matter of:

Claimant/Appellant

R.A.A.C. Order No. 15-02076

vs.

Referee Decision No. 0023744464-04U

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.

On appeal to the Commission, evidence was submitted which had not been previously presented to the referee. The parties were advised prior to the hearing that the hearing was their only opportunity to present all of their evidence in support of their case. Florida Administrative Code Rule 73B-22.005 provides that the Commission can consider newly discovered evidence only upon a showing that it is material to the outcome of the case *and* could not have been discovered prior to the hearing by an exercise of due diligence. The Commission did not consider the additional evidence because it does not meet the requirements of the rule.

The issue before the Commission is whether the claimant was discharged by the employer for misconduct connected with work as provided in Section 443.101(1), Florida Statutes.

The case history reflects a determination was issued on September 8, 2014, holding the claimant qualified to receive benefits because the employer discharged the claimant for reasons other than disqualifying misconduct. The determination also stated that charges to the employer's tax account would be reviewed after a written response to the claim was received. The employer filed a timely appeal and

a referee conducted a hearing on October 28, 2014. The referee's decision held the claimant disqualified. The claimant filed a timely appeal to the Commission. By R.A.A.C. Order No. 14-06070 (March 18, 2015), the Commission vacated the referee's decision and remanded the matter to the referee to conduct a supplemental hearing and further develop the record. The claimant and the employer's general manager participated in the supplemental hearing which was conducted on April 16, 2015. The referee subsequently issued a new decision holding the claimant disqualified, and the claimant now appeals that decision to the Commission.

In a separate proceeding, Issue Identification No. 0024160553-01, the Department of Economic Opportunity issued a determination on October 16, 2014, holding the employer's account proportionately charged for benefits paid to this claimant. The employer filed a timely appeal of that determination on November 5, 2014. A hearing regarding the charging issue was never conducted; however, an appeals referee subsequently issued a decision on December 8, 2014, relieving the employer's account of charges because the separation issue addressed in Referee Decision No. 0023744464-02 (October 29, 2014) was determinative of the employer's chargeability. The outcome of the separation issue immediately under review by the Commission will continue to determine whether the employer's account is noncharged.

The referee's findings of fact state as follows:

> The claimant worked for the employer as a sales consultant from 7/1/2010 to 7/30/2014. The claimant took an application over the phone on 6/29/2014. The claimant did not receive consent to run the customer's credit and submit it to the financial institutions. The customer wanted to use her own bank for financing and did not consent to her credit application being processed. The claimant still processed the credit application. The application also contained three instances of inaccurate information that the customer did not provide to the claimant. Her gross wages were biweekly stated, while the claimant multiplied the amount by two and used a monthly amount. Her rent amount was mistaken which the claimant believed he heard a different amount without the utilities, whereas the customer stated an amount with utilities. He also input January as the start time for her residence, whereas the customer stated winter as her start time for living at her residence. The employer discharged the claimant

> on 7/30/2014 for violating the employer's credit application integrity policy by not obtaining consent to submit the application and providing improper information not provided by the customer on the application. The claimant received the employer's policy.

Based on these findings, the referee held the claimant was discharged for misconduct connected with work. Upon review of the record and the arguments on appeal, the Commission concludes the referee's decision is not supported by competent, substantial evidence, and, further, is not in accord with the law; accordingly, it is reversed.

The record reflects the employer's "Credit Application Integrity Policy" prohibited the claimant from submitting a customer's credit application without the customer's consent. The undisputed testimony reflects a customer telephoned the employer, inquired about a particular vehicle offered for sale, and began the credit application process by providing financial information over the telephone to the claimant. The record reflects the claimant asked the customer questions required for the credit application and input the answers into the electronic credit application. This procedure is authorized by the employer's policy. When a customer physically comes into the showroom, the claimant has been trained by the employer to have the customer use the employer's computer terminal to self-complete the electronic credit application. The employer, however, receives many purchase inquiries by telephone and so also trained the claimant to ask a telephone customer for the financial information and simultaneously input the responses provided by the customer into the computerized credit application as a convenience for the customer. The undisputed testimony further reflects that a majority of the time a telephone customer's credit application must be corrected and resubmitted if and when the customer actually reports to the employer's showroom to purchase and take possession of a vehicle. The claimant explained that, oftentimes, the customer shows up with paper documents reflecting different dollar amounts than the customer provided over the telephone.

In this case, the record reflects the customer initially consented to the credit application and provided the claimant with financial information, but subsequently decided she did not want the claimant to submit a credit application on her behalf. The claimant testified he went on to help multiple other customers and later inadvertently hit a key on his computer that resulted in the customer's credit application being submitted. The claimant admitted the customer ultimately revoked consent for the credit application after providing the relevant information, but testified the submission was an accident. The parties agreed that the claimant was extremely busy the day of the incident and asked the employer for assistance helping customers, but no one was available to help. After speaking with the initial

customer, the claimant had two others on hold and quickly moved to provide them assistance. The claimant ran these customers' credit applications with consent. When the claimant completed assisting the other customers, he went back into the computer to inquire if the specific car the initial customer was requesting from another location was still available. When going back into the computer to access the information on the car the initial customer was interested in, the claimant testified he inadvertently hit the computer button and submitted the customer's credit application. The claimant testified that once he touched the key, the employer's computer system afforded no way to stop or undo the action.

The customer subsequently complained to the employer that her credit had been run without her consent. The employer's general manager testified she listened to an audio recording of the telephone call between the claimant and the customer to investigate the complaint. The general manager further testified that not only did the claimant submit the credit application without the customer's consent in violation of the employer's policy, she learned from the recording that the claimant further violated the employer's policy by inputting incorrect information on the credit application. The testimony, however, fails to support the allegation that the claimant input incorrect information on the customer's credit application. The only competent testimony of record regarding the accuracy of the information input on the application is from the claimant. The employer did not provide a copy of the credit application in question, have the customer testify, or even submit a written statement from the customer. In the Commission's previous remand order, the employer was advised to provide a copy of the recording of the call between the claimant and the customer. The record reflects the employer's representative did not provide the recording and the employer's witness had not even read the Commission's order prior to participating in the supplemental hearing. These evidentiary errors on the part of the employer's representative result in the only competent testimony of record being that of the claimant that he did not input false information as alleged.

The record reflects the customer told the claimant the amount of her rent. The claimant learned that the reported rent amount included utilities. Both the employer's witness and the claimant testified utilities cannot be included in the rent amount input on the credit application. The claimant explained he asked the claimant questions about her utilities, estimated the cost of the utilities, and subtracted the amount of utilities from the total rent figure initially provided by the customer. The claimant testified the rent figure he input into the credit application was not the amount the customer originally stated, but was the amount he and the customer calculated to reflect a rent figure without utilities. The claimant stated he followed the rules set forth on the credit application and by the employer to properly record a rent figure that did not include utilities.

The employer's witness further asserted the claimant also input incorrect information regarding the customer's salary and period of time she had lived at her current residence. The claimant explained the customer provided her salary on a biweekly basis. The general manager and the claimant agreed that the employer's electronic credit application automatically calculates and converts income to a yearly total. In calculating a biweekly salary, the computer rounds up the number of pay periods in a year to effectively add an extra biweekly payment. The result is an artificially high annual salary calculation. In order to have the credit application reflect the customer's correct annual salary, the claimant doubled the customer's biweekly salary and input the salary as the amount the customer received per month. The claimant testified he accurately input the customer's salary information as the customer provided it. Regarding the length of time the customer had lived at her residence, the employer testified the credit application requires a month and year be entered. The claimant testified the customer provided the year she moved in and said it was in the winter. The claimant input January and the year reported by the customer. The claimant testified the information he input was absolutely consistent with the information provided by the customer as January is one of the Central Florida winter months.

At the supplemental hearing, the employer's general manager clarified her previous testimony regarding the claimant committing the error with the credit application three separate times. The general manager testified that the customer's credit application was submitted only a single time, but the claimant subsequently opened the customer's information two additional times after the application was submitted. This testimony supports the claimant's testimony that the application was submitted by an inadvertent keystroke mistake. Moreover, the employer's witness did not explain how she knew the claimant opened the customer's information two additional times and how doing so violated the employer's policy.

Based on the above identified competent evidence, the record reflects the customer provided the information for the credit application and the claimant input the provided information in the manner he had been trained. The finding that "the application also contained three instances of inaccurate information that the customer did not provide to the claimant," regarding rent, salary, and the period of residency is not supported by competent evidence and, therefore, is rejected. When the customer indicated she did not want the credit application submitted, the claimant followed the customer's direction and proceeded to assist other customers. The claimant subsequently submitted the credit application a single time by

inadvertently making an incorrect keystroke. Despite the question being raised in the previous remand order and the referee adducing additional evidence on point, the employer did not provide evidence that the claimant's failure to advise management of the incident played a role in the discharge or, standing alone, violated the employer's policy.

The inquiry before the Commission is whether the claimant's act of submitting the customer's credit application by mistake constitutes disqualifying misconduct pursuant to Section 443.036(29)(e), Florida Statutes (2014). It is clear that, prior to the passage of Chapter 2011-235, Laws of Florida, the claimant's actions would not have amounted to misconduct. A single isolated act of simple negligence does not constitute misconduct under subparagraph (b) of the definition of misconduct. *Spink v. Unemployment Appeals Commission*, 798 So. 2d 899, 901-02 (Fla. 5th DCA 2001); *Borrego v. Unemployment Appeals Commission*, 884 So. 2d 520, 522 (Fla. 3d DCA 2004). However, in 2011, the Legislature added subparagraphs (c) – (e). Subparagraph (e)1. provides that misconduct includes:

> A violation of an employer's rule, unless the claimant can demonstrate that:
> 1. He or she did not know, and could not reasonably know, of the rule's requirements;
> 2. The rule is not lawful or not reasonably related to the job environment and performance; or
> 3. The rule is not fairly or consistently enforced.

This provision "expresses the legislative intent that a claimant may be disqualified from benefits where it is established he or she committed a 'violation of an employer's rule.'" *Crespo v. Florida Reemployment Assistance Appeals Commission*, 128 So. 3d 49 (Fla. 3d DCA 2012). Once the employer has shown a violation, the claimant bears the burden to establish one of the three defenses. *Crespo, supra.*

In his decision, the referee states that subparagraph (e) does not require proof of intent. With respect to the prima facie showing of a violation of subparagraph (e), the referee is correct, as the Commission has held on numerous occasions. *See* R.A.A.C. Order No. 13-06014 at 4 (October 7, 2013).[1] However, the interpretation of the defenses, as a matter of law, inheres to the Commission. *See* §443.012(3), Fla. Stat. ("The commission has all authority, powers, duties, and responsibilities relating to reemployment assistance appeal proceedings under this chapter"). The Commission has previously ruled that, in addition to a claimant being able to raise a

[1] Available at http://www.floridajobs.org/finalorders/raac_finalorders/13-06014.pdf.

defense that the employer applies the rule inconsistently, a claimant is also entitled to raise a defense that the application of a rule to disqualify in a particular situation is inherently unfair. This interpretation flows from the face of the statutory defense, which provides that the claimant may show that "the rule is not fairly *or* consistently enforced," language that demonstrates that the terms fairly and consistently are alternatives, not part of the same standard. Because the term "fairly enforced" is not defined, it is the Commission's responsibility to interpret it.

In concluding that the language permits a defense based on inherent unfairness, we draw from our analysis of the original source of the language that was added to the definition of misconduct in 2011. The language of subparagraph (e) added to the statute in 2011 was borrowed, with modification, from the unemployment regulations of the State of Mississippi. Mississippi Department of Employment Security Regulation 308.00.A.1. defines misconduct in part as:

> The failure to obey orders, rules or instructions, or failure to discharge the duties for which an individual was employed;
> a. An individual shall be found guilty of employee misconduct for the violation of an employer rule under the following conditions:
> i. the employee knew or should have known of the rule;
> ii. the rule was lawful and reasonably related to the job environment and performance; and
> iii. the rule is fairly and consistently enforced.

This rule goes on to state, however, that "mere inefficiency, unsatisfactory conduct, failure to perform as the result of inability or incapacity, a good faith error in judgment or discretion, or conduct mandated by a religious belief or the law is not misconduct." In interpreting the Mississippi rules, it is apparent that a violation of a rule must entail more than just an inadvertent and good faith error.

In interpreting and applying this subparagraph, we are also mindful of the observations of Chief Judge Schwartz in *Alvarez v. Reemployment Assistance Appeals Commission*, 121 So. 3d 69, 71 n.3 (Fla. 3d DCA 2013), regarding the possibility that disqualification of an employee for violation of the rule could raise constitutional issues where the disqualification was disproportionate to the offense. In our view, the statutory language is intended to avoid such issues by permitting consideration of the circumstances, at least in the case of inadvertent violations.

When evaluating cases involving negligent or inadvertent rule violations, the Commission weighs the nature and purpose of the employer's rule that was violated against the degree of culpability on the part of the claimant in violating the rule. *See, e.g.*, R.A.A.C. Order No. 13-07369 (November 6, 2013)[2]; R.A.A.C. Order No. 13-04567 (August 7, 2013).[3] In particular, in examining the nature and purpose of an employer's rule, the Commission examines the harm or potential harm the rule is designed to prevent, and the impact of a violation or potential violation on the employer, the claimant, coworkers, customers or clients, or the public at-large. *Id*.

In this case, these factors lead to the conclusion that the employer's rule was not fairly enforced to disqualify. Personal financial information is sensitive information, but the record reflects the customer initiated the contact with the claimant and voluntarily provided over the telephone the information for the credit application. The only competent evidence in the record also reflects the claimant properly handled the claimant's information and, per the customer's request, actively refrained from submitting the application. The record contains no evidence that the claimant did anything nefarious with the information or used it for his personal gain in any way. The undisputed competent evidence reflects the claimant assisted other customers and, when he had a chance to follow up with the first customer's request to investigate whether a specific car at another location was still available for purchase, the claimant accidentally made a computer keystroke that caused the claimant's application to be submitted. The employer did not provide evidence to indicate it would be impossible for a single keystroke error or mouse click to submit the customer's application nor did it identify any safeguards such as an interim computer screen asking users to confirm they want a credit application submitted. These are standard procedures an employer would implement to illustrate a degree of concern for an inadvertent submission and the safeguarding of credit application information. In toto, the record reflects no evidence to rebut the claimant's testimony that this was nothing more than a simple error, constituting a very low degree of culpability on the part of the claimant.

With respect to the impact on the employer, we recognize that the claimant's error may have caused a technical violation of the Fair Credit Reporting Act, as the referee concluded, because the customer effectively withdrew her authorization to run a credit evaluation. However, the employer did not demonstrate any particular

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[2] Available at http://www.floridajobs.org/finalorders/raac_finalorders/13-07369.pdf.
[3] Available at http://www.floridajobs.org/finalorders/raac_finalorders/13-04567.pdf.

consequences in this case. Because we conclude that application of the balancing test is an issue of law, while we consider the referee's conclusion that the rule was fairly enforced, we find it unpersuasive. We hold that the facts in this case demonstrate that the claimant met his burden to show that the rule could not be fairly enforced to disqualify him from benefits.

The record reflects the claimant demonstrated one of the statutorily created defenses set forth in Section 443.036(29)(e)1., Florida Statutes, and, therefore, was discharged for reasons other than disqualifying misconduct.

The decision of the appeals referee is reversed. If otherwise eligible, the claimant is entitled to benefits. The employer's record shall be charged with its proportionate share of benefits paid in connection with this claim.

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
9/25/2015 ,
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: Ebony Porter
Deputy Clerk

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

*41097640 *

Docket No.0023 7444 64-04 Jurisdiction: §443.151(4)(a)&(b) Florida Statutes

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

APPEARANCES Claimant

Employer

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), (13); 443.036(29), Florida Statutes; Rule 73B-11.020, Florida Administrative Code.

CASE HISOTRY: The employer appealed the determination dated 9/8/2014. A hearing was held and a decision rendered that was adverse to the claimant. The claimant appealed the decision to the Reemployment Assistance Appeals Commission. The Commission remanded the case back to the appeals referee with specific instructions in the order. The referee conducted a supplemental hearing

to address the issues in the order and render a decision after developing the record further. The decision is below.

FINDINGS OF FACT: The claimant worked for the employer as a sales consultant from 7/1/2010 to 7/30/2014. The claimant took an application over the phone on 6/29/2014. The claimant did not receive consent to run the customer's credit and submit it to the financial institutions. The customer wanted to use her own bank for financing and did not consent to her credit application being processed. The claimant still processed the credit application. The application also contained 3 instances of inaccurate information that the customer did not provide to the claimant. Her gross wages were biweekly stated, while the claimant multiplied the amount by 2 and used a montly amount. Her rent amount was mistaken which the claimant believed he heard a different amount without the utilities, whereas the customer stated an amount with utilities. He also input January as the start time for her residence, whereas the customer stated "winter" as her start time for living at her residence. The employer discharged the claimant on 7/30/2014 for violating the employer's credit application integrity policy by not obtaining consent to submit the application and providing improper information not provided by the customer on the application. The claimant received the employer's policy.

CONCLUSION OF LAW: : Florida Statute §443.036 (29), defines "misconduct" 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 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; 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 interest 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.

The claimant was discharged for violating the employer's credit application integrity policy. The claimant admitted that he did not obtain consent before processing the customer's application. He was confused with another customer with a similar application and mistakenly submitted the credit application. He believed he input the correct information regarding the customer's rental information from what he thought he heard her say. The incorrect information for her income came from the claimant simply multiplied her biweekly wages to reflect the monthly amount. The claimant put in the month of January for what the claimant stated as winter, and

rounded her rent amount without utilities to put on the application, whereas the customer gave her rent amount with utilities. He did not input incorrect information because he thought it was properly input on the application based on what the customer stated. The claimant did not violate the employer's integrity policy in those circumstances. The claimant did, however, violate the employer's policy when he still submitted the credit application without the customer's consent. He was confused by another customer's similar information. The Commission points out that appeals referee must consider whether the claimant intentionally or accidentally ran the credit application without the customer's consent. Section E of the statute does not require intent but only a violation of the employer's rule. It is not for the referee to decide whether the claimant intended to violate the policy or accidentally did so, just whether it had been violated. In this instance, the claimant did violate the employer's policy by not getting consent to submit the credit application. The Commission instructed to evaluate whether the rule can be fairly enforced based on the claimant's statement that he accidentally ran the credit application without consent. The statute does not allow the appeals referee to determine whether an employer's rule is fair, just that it is fairly enforced. The referee does not have the right to determine which employer rule is fair and which isn't only whether it is fairly enforced per the statute. In this instance, the rule was fairly enforced since the employer discharged the claimant once it became aware of the rule violation. The rule was fairly enforced also since the gravity of the repercussions for violating the rule could have drastic and extremely negative effects on the employer by running an unauthorized credit application. The employer is governed by state and federal regulations to ensure rules on credit applications are followed. The employer's rule was fairly enforced in this instance since the employer is enforcing those regulations to be in compliance and protect itself from any liability it could incur by violating said rule. The rule was reasonably related to the job performance and environment and the claimant knew about the policy. Therefore, the employer has presented competent evidence the claimant was discharged for misconduct connected with work under section E of the statute. The claimant's failure to notify his supervisor immediately about the mistake in submitting the credit application was not deliberate because the claimant was unaware of the mistake. His actions are not found to be a deliberate disregard or violation of the reasonable standards of behavior the employer expects of an employee and therefore the employer has not met its burden under section A of the statute as well, just under E. The claimant is disqualified from benefits for weeks starting 7/27/2014.

DECISION: The determination dated 9/8/2014 is**REVERSED**. The claimant is disqualified from benefits for the weeks starting 7/27/2014 plus 5 weeks and until he earns $4,675.

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/mailed to the last known address of each interested party on April 17, 2015.

R. RUSEK
Appeals Referee

By: C E Demoranville

CONNIE DEMORANVILLE, 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 distribution/mailed 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 distribución/fecha de envìo 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 distribisyon/postaj. 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.
