STATE OF FLORIDA REEMPLOYMENT ASSISTANCE APPEALS COMMISSION

In the matter of:

Claimant/Appellant

R.A.A.C. Order No. 15-02275

vs.

Referee Decision No. 0024574656-02U

Employer/Appellee

ORDER OF REEMPLOYMENT ASSISTANCE APPEALS COMMISSION

This case comes before the Commission for disposition of an appeal of the decision of a reemployment assistance appeals referee pursuant to Section 443.151(4)(c), Florida Statutes. The referee's decision stated that a request for review should specify any and all allegations of error with respect to the referee's decision, and that allegations of error not specifically set forth in the request for review may be considered waived.

The Commission's review is generally limited to the evidence and issues before the referee and contained in the official record. A decision of an appeals referee cannot be overturned by the Commission if the referee's material findings are supported by competent and substantial evidence and the decision comports with the legal standards established by the Florida Legislature. The Commission cannot reweigh the evidence or consider additional evidence that a party could have reasonably been expected to present to the referee during the hearing. Additionally, it is the responsibility of the appeals referee to judge the credibility of the witnesses and to resolve conflicts in evidence, including testimonial evidence. Absent extraordinary circumstances, the Commission cannot substitute its judgment and overturn a referee's conflict resolution.

I. The Decision Below

The referee's findings of fact state as follows:

The claimant began working for the listed employer in May 2008, as a part-time deli clerk. The claimant was transferred into a full-time deli clerk position during the year of 2010. The claimant was injured on the job and had to file for workers' compensation.

The claimant was offered a workers' compensation settlement on November 13, 2014. The settlement included the condition that, should she proceed with the settlement, she would be considered to have resigned and unemployable with the listed employer. The listed employer had work available for the claimant even with the restrictions. The claimant voluntarily quit as of November 13, 2014, to settle a workers' compensation claim, which was considered personal.

The claimant established a claim effective November 23, 2014, and assigned a weekly benefit amount of \$204. The claimant was issued benefit payments in the amount of \$204 in benefits per week from the weeks ending December 6, 2014, to January 3, 2015, in the total amount of \$1,020.

The referee's findings are supported by competent, substantial evidence. However, the italicized language in the findings is based on the construction of a contractual provision, which we review as a matter of law below.

Based on these findings, the referee reached the following conclusions as to the separation issue:

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 six 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 reflects that the claimant was the moving party in the separation. Therefore, the claimant is considered to have voluntarily quit. The burden of proof is on the claimant who voluntarily quit work to show by a preponderance of the evidence that quitting was with good cause. <u>Uniweld Products, Inc., v. Industrial Relations Commission</u>, 277 So. 2d 827 (Fla. 4th DCA 1973). It was shown that the claimant voluntarily quit to settle a workers' compensation claim, which was considered personal. In

determining whether a separation is voluntary, examining the intent of the worker is necessary. The word "voluntary" connotes something freely given and proceeding from one's own choice or full consent. St. Joe Paper Company v. Gautreaux, 180 So. 2d 668 (Fla. 1st DCA 1968). The hearing record demonstrates that the claimant signed the settlement that indicated that by signing the settlement, that claimant would be considered to [have] voluntarily quit, as illustrated by the testimony of the employer's witness. 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 courts have consistently held that a claimant who resigns as a provision of a workers' compensation settlement is not entitled to unemployment benefits. While the claimant may have had good personal reasons for quitting, it has not been shown that the decision to guit was impelled by any action on the part of the employer. Accordingly, the claimant should be disqualified from the receipt of benefits.

The referee's decision thus concluded that the claimant was disqualified by virtue of her voluntary separation from employment. We review the referee's legal conclusions de novo.

II. Issues on Appeal

On appeal to the Commission, the claimant makes two major arguments: (1) that the claimant had good cause to quit attributable to the employer because she was physically unable to perform the functions of the job; and (2) that the employer's refusal to pay for Platelet Rich Plasma (PRP) injections recommended by one of her physicians constituted good cause attributable to the employer. We also address two other issues arising from the record: whether the claimant's separation was a voluntary quit, and whether the language of the separation agreement regarding unemployment benefits affects the claimant's disqualification.

III. *Analysis*

Section 443.101(1)(a), Florida Statutes, disqualifies from entitlement to benefits persons who voluntarily leave a job, unless the leaving was for good cause attributable to the employer which would compel a reasonable employee to cease working; due to the claimant's personal illness or disability that required separation; or to relocate as a result of his or her military-connected spouse's permanent change of station orders, activation orders, or unit deployment orders. Furthermore, the courts have created an exception for claimants who quit one job in order to take another job. *Seneca v. Unemployment Appeals Commission*, 39 So. 3d 385 (Fla. 1st DCA 2010).

In Lake v. Unemployment Appeals Commission, 931 So. 2d 1065 (Fla. 4th DCA 2006), the court applied the rule established in In re Astrom, 362 So. 2d 312 (Fla. 3d DCA 1978), to workers' compensation settlements. Astrom and a previous Fourth District Court of Appeal case, Calle v. Unemployment Appeals Commission, 692 So. 2d 961 (Fla. 4th DCA 1997), held that an individual who voluntarily relinquished her employment in exchange for an additional benefit as part of an early retirement incentive resigned with personal cause, but did not have good cause within the meaning of the statute. Lake stands as the general rule that a party that agrees to resign as part of the consideration in a workers' compensation settlement, absent other factors, resigns for personal cause that is disqualifying for entitlement purposes.

However, the *Lake* rule is subject to exceptions. In *Lake*, the employee was offered light duty work when she was physically able to return. *Lake* does not preclude an individual from demonstrating that the resignation was compelled by illness, injury or disability if the employee is unable to perform the duties of her position. *See*, *e.g.*, R.A.A.C. Order No. 15-02632 (July 23, 2015) (citing prior cases); U.A.C. Order No. 09-20645 (March 16, 2010). The *Lake* doctrine assumes that appropriate, continuing work was available for the employee who instead resigned. An individual who is not permitted to return to work despite being medically

¹ In several prior orders, the Commission has referenced the employee's ability at the time of resignation to return to his or her "regular job" or "prior job" and "regular pay." We clarify that consistent with the reasonable accommodation requirements of Title I of the Americans with Disabilities Act (42 U.S.C. §12112(b)(5)), as well as similar policy under Florida law favoring "the worker's return to gainful reemployment" (see §440.015, Fla. Stat.), a "regular job" would include a position that has been modified or restructured to accommodate an employee's restrictions. It would also include a similar position that performs similar functions that is provided as an alternative accommodation. If the modified or new position is so dissimilar to the prior work performed by the claimant as to become a new job entirely, however, the proper analysis is whether the employee refused an offer of suitable work without good cause. See §443.101(2), Fla. Stat.

released pending negotiation of a workers' compensation settlement may have been constructively discharged, in which case the resignation language in an agreement is not controlling. *See* R.A.A.C. Order No. 15-01768 (June 1, 2015). Additionally, a resignation in an agreement does not control if the separation had already occurred. *See* R.A.A.C. Order No. 14-02952 (August 15, 2014).

Did the claimant voluntarily leave her job?

The separation agreement stated as follows:

The parties agreed that separation of employment as of November 13, 2014, was in the best interest of the respective parties. This separation was accepted on the employer's behalf. It is agreed that the employee/claimant will not seek reemployment with the employer herein. The parties agree that this agreement is not intended to be used to either enhance or diminish any right the employee/claimant may have as to any unemployment claim.

Although the separation agreement did not use the word "resign," the agreement, taken in the context of the claimant's workers' compensation claim leading up to the agreement, makes clear that the claimant agreed as a condition of the settlement to the termination of her employment. The claimant's action in accepting the settlement constitutes voluntarily leaving work within the meaning of Section 443.101(1)(a), Florida Statutes.

The claimant contends that her resignation was not voluntary, in that she was given no choice by the employer but to resign as a condition of the employer's agreeing to settle the workers' compensation issue. Our cases demonstrate this is a common – indeed nearly universal – practice among employers settling claims regarding significant injuries where benefits are disputed. Nonetheless, the findings and credited evidence reflect that the claimant did have a choice to continue working with the employer, and to have her petition resolved in the workers' compensation process as discussed below. This is not a case such as a layoff or termination where a severance agreement permits an employee to resign in lieu of discharge, but where the employee truly did not have a choice to remain employed. Acceptance of the claimant's argument herein would circumvent the *Lake* rule.

Was the separation compelled by the claimant's injury?

The record reflects that, due to the seriousness of the claimant's injury, she had received a permanent partial impairment rating of 3% whole body as of May 1, 2014. As of October 30, 2014, she had been released to work with light duty restrictions due to what were anticipated to be permanent limitations in her right shoulder.

The credited evidence of the employer indicated that, notwithstanding the restrictions, the employer was accommodating the claimant in her prior position, and that continued employment in that position, as modified, was available. Additionally, the employer also discussed with the claimant a number of other accommodation options regarding employment, including transfers to positions that might be easier for her to perform given her limitations. Thus, there is no basis to conclude that the claimant's injury or disability required separation from the job.

Did the claimant have good cause attributable to the employer?

It is not uncommon in workers' compensation settlement cases before us for the parties to disagree on whether additional medical treatment should have been provided to the injured worker that might have resulted in further physical improvement. In this case, the claimant contends, citing Referee Decision No. 2011-41952U (May 5, 2011), that the refusal of the employer to pay for the PRP injections constituted good cause attributable to the employer for the claimant's decision to accept a settlement that required her separation. We must reject this argument.²

The workers' compensation system in Florida has a long-established process for payment of medical and disability benefits. In disputed cases, injured workers may pursue a resolution before an administrative tribunal with special expertise in workers' compensation cases, the Office of the Judges of Compensation Claims. Doubtless many cases settle because of the time and expense, as well as the uncertainty of outcome, involved in such proceedings. Nonetheless, the rights and responsibilities of the parties are subject to resolution in that process. The issue of whether an employer has complied with its obligation to provide medical treatment as required in Section 440.13(2), Florida Statutes, is reserved to the workers' compensation system to address.

² Decisions of referees are neither binding on the Commission nor on other referees. They may be considered as persuasive precedent, but for the reasons stated herein, we find the cited decision not only unpersuasive, but erroneous.

The argument advanced by the claimant in this case, as apparently in Referee Decision No. 2011-41952U, essentially constitutes a collateral attack on the position of the employer in the workers' compensation matter. We cannot sanction such an approach. First, neither the referee nor this Commission have the plenary authority or the expertise to determine whether any particular medical treatment should be provided under the provisions of Section 440.13. Florida Statutes. Second, under the primary jurisdiction doctrine, even judicial tribunals that may have original jurisdiction defer complex issues to agencies having the statutory responsibility to resolve them. See, e.g., Flo-Sun, Inc. v. Kirk, 783 So. 2d 1029 (Fla. 2001). There is no basis for the reemployment assistance system to permit litigation, or re-litigation, of workers' compensation issues herein. We hold, as a matter of law, that a contention that an employer has failed to fulfill its obligations to pay disputed medical or disability benefits under the workers' compensation law, absent an adjudication of such failure in the workers' compensation process, cannot be advanced to show that a claimant had good cause attributable to the employer to resign within the meaning of the reemployment assistance law.

Finally, the memorandum of settlement provided that the agreement would neither "enhance[] nor diminish[] any rights the claimant/employee may have to unemployment benefits." Such language indicates an intent that the settlement be neutral in effect towards unemployment benefits, and does not implicate the exception in *Sullivan v. Unemployment Appeals Commission*, 93 So. 3d 1047 (Fla. 1st DCA 2012), and *Rodriguez v. Unemployment Appeals Commission*, 851 So. 2d 247 (Fla. 3d DCA 2003). *See* R.A.A.C. Order No. 13-04350 (November 20, 2013); R.A.A.C. Order No. 13-04020 (November 20, 2013). Nor have the parties argued otherwise.

The claimant's Notice of Appeal was filed by a representative for the claimant. Section 443.041, Florida Statutes, provides that a representative for any individual claiming benefits in any proceeding before the Commission shall not receive a fee for such services unless the amount of the fee is approved by the Commission. The claimant's representative shall provide the amount, if any, the claimant has agreed to pay for services, the hourly rate charged or other method used to compute the proposed fee, and the nature and extent of the services rendered, not later than fifteen (15) days from the date of this Order.

The referee's decision is affirmed.

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

12/7/2015

 $\frac{12/7/2015}{\text{the above Order was filed in the office of the}}$, 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



*41696131

Docket No.0024 5746 56-02

CLAIMANT/Appellant

Jurisdiction: §443.151(4)(a)&(b) Florida Statutes

EMPLOYER/Appellee

APPEARANCES

Claimant Representative

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.

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.

Issues Involved:

CHARGES TO EMPLOYER'S EMPLOYMENT RECORD: Whether benefit payments made to the claimant will be charged to the employment record of the employer, pursuant to Sections 443.101(9); 443.131(3)(a), Florida Statutes; Rules 73B-10.026; 11.018, Florida Administrative Code. (If charges are not at issue on the current claim, the hearing may determine charges on a subsequent claim.)

EUC OVERPAYMENT: Whether the claimant received EUC benefits to which the claimant was not entitled, and if so, whether those benefits are subject to recovery or recoupment by the Department, pursuant to Public Laws 110-252 and/or 110-449 regarding the Emergency Unemployment Compensation (EUC) Act of 2008.

Findings of Fact: The claimant began working for the listed employer, in May, 2008, a part-time deli clerk. The claimant was transferred into a full-time deli clerk position during the year of 2010. The claimant was injured on the job and had to file for workers' compensation. The claimant was offered a worker's compensation settlement on November 13, 2014. The settlement included the condition that should she proceed with the settlement, she would be considered to have resigned and unemployable with the listed employer. The listed employer had work available for the claimant even with the restrictions. The claimant voluntarily quit as of November 13, 2014, to settle a worker's compensation claim; which was considered personal.

The claimant established a claim effective November 23, 2014, and assigned a weekly benefit amount of \$204. The claimant was issued benefit payment in the amount \$204 in benefits per week from the weeks ending December 6, 2014, to January 3, 2015, in the total amount of \$1,020.

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 reflects that the claimant was the moving party in the separation. Therefore, the claimant is considered to have voluntarily quit. The burden of proof is on the claimant who voluntarily quit work to show by a preponderance of the evidence that quitting was with good cause. <u>Uniweld Products, Inc., v. Industrial Relations Commission, 277 So.2d 827 (Fla. 4th DCA 1973)</u>. It was shown that the claimant voluntarily quit to settle a worker's compensation claim; which was considered personal. In determining whether a separation is voluntary, examining the intent of the worker is necessary. The word "voluntary" connotes something freely given and proceeding from one's own choice or full consent. <u>St. Joe Paper Company v. Gautreaux, 180 So.2d 668 (Fla. 1st DCA 1968)</u>. The hearing record demonstrates that the claimant signed the settlement that indicated that by signing the settlement, that claimant would be considered to voluntarily quit, as illustrated by the testimony of the employer's witness. Good cause for voluntarily leaving a job is such cause as will reasonably impel the average, able-bodied, qualified worker to give up employment. <u>Uniweld Products, Inc. v. Industrial</u>

<u>Relations Commission</u>, 277 So.2d 827 (Fla. 4th DCA 1973). The courts have consistently held that a claimant who resigns as a provision of a worker's compensation settlement is not entitled to unemployment benefits. While the claimant may have had good personal reasons for quitting, it has not been shown that the decision to quit was impelled by any action on the part of the employer. Accordingly, the claimant should be disqualified from the receipt of benefits.

The law provides that a claimant who was not entitled to benefits received must repay the overpaid benefits to the Department. The law does not permit waiver of recovery of overpayments.

The hearing record demonstrates that the claimant established a claim effective November 23, 2014, and assigned a weekly benefit amount of \$204. It was shown that the claimant was issued benefit payment in the amount \$204 in benefits per week from the weeks ending December 6, 2014, to January 3, 2015, in the total amount of \$1,020. The hearing reveals that the claimant voluntarily quit to settle a workers' compensation claim. As such, the benefit payment in question is an overpayment and is subject to recovery or recoupment by the Department.

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.

At the hearing, the claimant's representative requested a fee for services in the amount of \$400. In consideration of the time and effort expended by the representative and the agreement between the parties, the referee approves a fee of \$400 to be paid by the claimant.

Decision: The determination dated January 13, 2015, 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/mailed to the last known address of each interested party on May 7, 2015.

D. ETIENNEAppeals Referee

Ву:

Denetic Purs

DEMETRIA RIVERS, 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.

An equal opportunity employer/program. Auxiliary aids and services are available upon request to individuals with disabilities. All voice telephone numbers on this document may be reached by persons using TTY/TDD equipment via the Florida Relay Service at 711.