



Maryland

Department of Economic & Employment Development

William Donald Schaefer, Governor
J. Randall Evans, Secretary

Board of Appeals
1100 North Eutaw Street
Baltimore, Maryland 21201
Telephone: (301) 333-5032

Board of Appeals
Thomas W. Keech, Chairman
Hazel A. Warnick, Associate Member
Donna P. Watts, Associate Member

— DECISION —

Decision No.:	1037-BR-89
Date:	Nov. 27, 1989
Claimant: Ira Fitch	Appeal No.: 8910343
	S. S. No.:
Employer: Eastend Hotel, Inc. ATTN: Eric Woods Management Specialist	L O. No.: 1
	Appellant: CLAIMANT

Issue:

Whether the claimant left work voluntarily, without good cause, within the meaning of Section 6(a) of the law; whether the claimant was discharged for misconduct, connected with his work, within the meaning of Section 6(c) of the law.

—NOTICE OF RIGHT OF APPEAL TO COURT —

YOU MAY FILE AN APPEAL FROM THIS DECISION IN ACCORDANCE WITH THE LAWS OF MARYLAND. THE APPEAL MAYBE TAKEN IN PERSON OR THROUGH AN ATTORNEY IN THE CIRCUIT COURT OF BALTIMORE CITY, IF YOU RESIDE IN BALTIMORE CITY,OR THE CIRCUIT COURT OF THE COUNTY IN MARYLAND IN WHICH YOU RESIDE.

December 27, 1989

THE PERIOD FOR FILING AN APPEAL EXPIRES AT MIDNIGHT ON

— APPEARANCES —

FOR THE CLAIMANT:

FOR THE EMPLOYER:

REVIEW ON THE RECORD

Upon review of the record in this case, the Board of Appeals reverses the decision of the Hearing Examiner and concludes that the claimant was discharged for misconduct, connected with his work, within the meaning of Section 6(c) of the law.

When the claimant refused to sign the driver liability statement, the employer told him to turn in his keys and leave. The claimant reasonably assumed he was fired. The Board does not find credible the employer's explanation that he only asked for the claimant's keys because he did not believe that the claimant was in any condition to drive. The Board finds that when the claimant refused to sign the statement, he was discharged.

The Board concludes that the claimant was discharged for misconduct. The statement that he was asked to sign was almost identical to an earlier statement that he had signed when he was first hired and which was technically still in effect, although it had not been enforced by the employer. Nevertheless, this was a statement that had legal and financial ramifications for the claimant, and he was entitled to reasonably question it and discuss it with the employer. However, he did not do so. Instead, he flew off the handle and adamantly refused to sign it without stating his objections or offering to negotiate. When the employer persisted, he became loud and used inappropriate language. This reaction of the claimant was totally unreasonable, given the situation, and is misconduct within the meaning of Section 6(c).

DECISION

The claimant was discharged for misconduct, connected with his work, within the meaning of Section 6(c) of the Maryland Unemployment Insurance Law. He is disqualified from receiving benefits from the week beginning July 16, 1989 and the nine weeks immediately following.

The decision of the Hearing Examiner is reverse.

HW:K
kbm
COPIES MAILED TO:

CLAIMANT
EMPLOYER
UNEMPLOYMENT INSURANCE - BALTIMORE

Mary Oldewurtel, Staff Atty.
Legal Aid Bureau, Inc.

 **Maryland**
Department of Economic &
Employment Development

William Donald Schaefer
Governor
J. Randall Evans
Secretary

1100 North Eutaw Street
Baltimore, Maryland
21201
(301) 333-5040

- DECISION -

Claimant: Ira Fitch

Date: Mailed: October 10, 1989

Decision No.: 8910343

S.S. No.:

Employer: Eastend Hotel, Inc.

L.O. No.: 1

Appellant: Employer

Issue: Whether the claimant was discharged for misconduct connected with the work, within the meaning of Section 6(c) of the Law.

- NOTICE OF RIGHT OF FURTHER APPEAL -

ANY INTERESTED PARTY TO THIS DECISION MAY REQUEST A FURTHER APPEAL AND SUCH APPEAL MAY BE FILED IN ANY EMPLOYMENT SECURITY OFFICE OR WITH THE APPEALS DIVISION. ROOM 515 1100 North Eutaw Street, Baltimore MARYLAND, 21201. EITHER IN PERSON OR BY MAIL.

THE PERIOD FOR FILING A PETITION FOR REVIEW EXPIRES AT MIDNIGHT ON

October 25, 1989

- APPEARANCES -

FOR THE CLAIMANT:

Ira Fitch - Claimant

FOR THE EMPLOYER:

Leonard Muse,
Transport
Coordinator
Eric Woods,
Management Specialist

FINDINGS OF FACT

The claimant drove a van for the employer which is a recovery center for alcoholics. He was employed from October 10, 1985 until July 18, 1989.

In 1986, the claimant signed a statement acknowledging that the employer maintains liability insurance by that he would assume responsibility for all vehicle accidents and any parking tickets received in the course of his work duties.

On July 18, 1989, the claimant was requested sign to the same statement as the employer was updating their files. In the presence of other workers the claimant not only refused to sign the statement without giving a reason, he also verbally abused his supervisor with foul language and angry statements. The supervisor, Mr. Muse asked the claimant to turnover the keys to the employer's van as he felt that the claimant was in such a state that he would not be a responsible driver. After turning over the keys the claimant left the employer's premises and did not return.

CONCLUSIONS OF LAW

The claimant was not discharged by the employer. Rather, the claimant abandoned his job by walking out and never returning which shows a clear intent to quit. Kile v. Trio Metal Products co., Inc., 158-BR-82. The employer's intentions by requesting surrender of the keys was ambiguous and the claimant may have assumed that he had been fired, although there was no intent to fire him at that time.

Article 95A, Section 6(a) provides that an individual shall be disqualified for benefits where his unemployment is due to leaving work voluntarily, without good cause arising from or connected with the conditions of employment or actions of the employer or without serious, valid circumstances. The preponderance of the credible evidence in the record supports a conclusion that the claimant voluntarily separated from employment, without good cause or valid circumstances, within the meaning of Section 6(a) of the Law.

DECISION

The unemployment of the claimant was due to leaving work voluntarily, without good cause, within the meaning of Section 6(a) of the Maryland Unemployment Insurance Law.

He is disqualified from receiving benefits from the week beginning July 16, 1989 and until he becomes reemployed, earns at least ten times his weekly benefit amount (\$1650) and thereafter becomes unemployed though no fault of his own.

The determination of the Claims Examiner is reversed.

Joanne M. Finegan
Joanne M. Finegan
Hearing Examiner

Date of Hearing: October 2, 1989
bch/Specialist ID: 01038
Cassette No: 8181-89
Copies mailed on October 10, 1989 to:

Claimant
Employer
Unemployment Insurance - Baltimore (MABs)