

 **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.:	1093-BR-89
	Date:	Dec. 15, 1989
Claimant: Christopher G. Whitaker	Appeal No.:	8911257
	S. S. No.:	
Employer: Docu-Data Corp.	L. O. No.:	2
	Appellant:	CLAIMANT

Issue: Whether the claimant's unemployment was due to leaving work voluntarily, without good cause, within the meaning of Section 6(a) of the law.

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—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.

THE PERIOD FOR FILING AN APPEAL EXPIRES AT MIDNIGHT ON January 14, 1989

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—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.

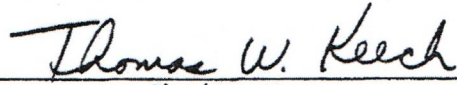
The claimant, a draftsman earning \$7.60 per hour, applied for a position with a competitor, Ford Aerospace. Upon learning that the claimant had applied for work elsewhere, the employer gave the claimant two options. The claimant could either essentially withdraw his application from Ford Aerospace or resign his employment. The claimant resigned.

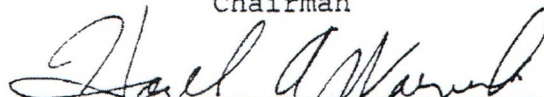
The Board concludes that the claimant had good cause for quitting his job. He could have remained employed only by essentially withdrawing his application for another job. The employer simply had no right to require him to withdraw his application for another job. However disloyal such an act may appear to the employer, the ability to apply for another job is one of the economic freedoms enjoyed by U. S. citizens, and the employer's requirement that the claimant withdraw his application was unreasonable.

#### DECISION

The claimant left work voluntarily, but for good cause connected with the work, within the meaning of Section 6(a) of the Maryland Unemployment Insurance Law. No disqualification is imposed based on his separation from employment with Docu-Data Corp. The claimant may contact the local office concerning the other eligibility requirements of the law.

The decision of the Hearing Examiner is reversed.

  
Chairman

  
Associate Member

K:H

kmb

COPIES MAILED TO:

CLAIMANT

EMPLOYER

UNEMPLOYMENT INSURANCE - GLEN BURNIE

 **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:	Christopher G. Whitaker	Date:	Mailed: 10/17/89
		Decision No.:	8911257-EP
		S.S. No.:	
	Docu-Data Corp	L.O. No.:	2
		Appellant:	Employer

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

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- 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

11/1/89

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

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- APPEARANCES -

FOR THE CLAIMANT:

Claimant-Present

FOR THE EMPLOYER:

Denton Birgel,  
Vice President  
Roy Guinn,  
Drafting Supervisor

FINDINGS OF FACT

The claimant filed an original claim for unemployment insurance benefits at Glen Burnie effective August 20, 1989.

The claimant had been employed by Docu-Data Corporation for a period of two years until July 13, 1989, as a Drafter at a pay rate of \$7.60 per hour.

The employer has a contract for engineering drafting with the United States Government. The employer also is in competition with Ford Aerospace for the same kind of work with the government.

The employer learned from the Agency of the United States Government that the claimant had applied for security clearance, which was being processed, for prospective employment with Ford Aerospace. The claimant's position with Docu-Data Corporation was a non-security position.

The employer's representative confronted the claimant with this information. The claimant conceded that he was applying for employment with Ford Aerospace, but which employment was not going to begin until January 1990, in a position overseas.

The claimant was advised that if he wished to continue in the employment with Docu-Data Corporation, that he would have to terminate the security clearance process for employment with their competitor, or he would have to resign. An additional alternative was termination. The claimant submitted a letter of resignation, because he believed that he would be terminated in any event because of application for security clearance. The employer cannot tolerate continuing employment of an individual who is anticipating being hired by a competitor. The claimant could have continued working for Docu-Data Corporation had he withdrawn his application for security clearance on behalf of Ford Aerospace. The claimant chose not to do so, and he was being given the option of resigning or being terminated.

#### CONCLUSIONS OF LAW

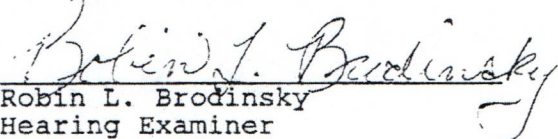
The claimant had a clear alternative at the time he was confronted with the conditions and ultimatums set forth by the employer for continuing employment. The claimant had a choice of withdrawing his application for security clearance in favor of Ford Aerospace employment or being separated from employment with Docu-Data Corporation if he chose not to do so. At the time, the claimant had no clear assurance, promise, or guarantee of employment with Ford Aerospace, all of which was contingent upon security clearance and a position coming open. Docu-Data Corporation and its competitors may hire individuals for positions which require security clearance, pending processing of such application for security clearance. The claimant initiated the security clearance application process before being hired by

Ford Aerospace. The claimant had a choice of resigning or withdrawing his application for security clearance in favor of employment with a competitor, which job offer was not guaranteed to him. The claimant chose not to withdraw his application for security clearance for personal reasons. Therefore, it is concluded that the cause of his unemployment was due to leaving work voluntarily, without good cause, within the meaning of Section 6(a) of the Maryland Unemployment Insurance Law. Further, the claimant has failed to show any "valid circumstances" for leaving the job. A "valid circumstance" is defined as one where there is a substantial cause attributable to the conditions of employment or actions of the employer, or another cause of such a necessitous or compelling nature that the individual has no reasonable alternative but to leave the" job. Accordingly, in the absence of any valid circumstances to the contrary, only the maximum disqualification as required by Statute is available.

#### DECISION

It is held that the claimant's unemployment is due to leaving work voluntarily, without good cause, within the meaning of Section 6(a) of the Maryland Unemployment Insurance Law. Benefits are denied for the week beginning July 9, 1989 and until the claimant becomes employed, and earns at least ten times his weekly benefit amount or \$1,510 and thereafter becomes unemployed through no fault of his own.

The determination of the Claims Examiner is reversed.

  
 Robin L. Brodinsky  
 Hearing Examiner

Date of hearing: 10/5/89  
 rc  
 (8284)-Specialist ID: 02416  
 Copies mailed on 10/17/89 to:

Claimant  
 Employer  
 Unemployment Insurance - Glen Burnie - MABS