

 **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.: 1275 BR-90

Date: Dec. 14, 1990

Appeal No.: 9012723

S. S. No.:

Claimant: Kristie L. Jones

Employer: Cellular One Custom Center
ATTN: Andrew Stack
Manager of Sales

L.O. No.: 40

Appellant: CLAIMANT

Issue: Whether the claimant was discharged for gross misconduct or misconduct, connected with her work, within the meaning of Section 6(b) or 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 MAY BE TAKEN IN PERSON OR THROUGH AN AN ATTORNEY IN THE CIRCUIT COURT OF BALTIMORE RESIDE IN BALTIMORE CITY, OR THE CIRCUIT COURT OF THE COUNTY IN MARYLAND IN WHICH YOU RESIDE.

January 13, 1991

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 gross misconduct within the meaning of Section 6(b).

The Board adopts the Hearing Examiner's findings of fact and in addition finds that the claimant did give her fiance the information regarding the customer. As the Hearing Examiner stated, the claimant has never offered any explanation as to how her fiance obtained this information. The claimant's testimony that she never asked her fiance how he obtained the information about the customer (although this resulted in her being fired from her job) is completely incredible.

The Board concludes that the claimant's passing of customer information to a competitor is a deliberate and willful disregard of standards of behavior that her employer has a right to expect, showing a gross indifference to the employer's interest, and is therefore gross misconduct within the meaning of Section 6(b). See, Cluster v. Bell Telephone Company, 809-BH-84, where a claimant who negotiated a contract with his employer's customer on behalf of a competitor was discharged for gross misconduct.

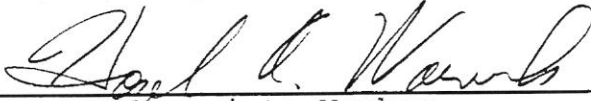
This case is distinguished from Franklin v. Printer II, Inc., 140-BH-86. That case involved a claimant whose husband worked for a competitor. When the claimant told a co-worker about a possible job opening at the competitor and the co-worker applied for a job there, the claimant was discharged for a conflict of interest. In Franklin, the Board found only simple misconduct because there was no evidence that the claimant intended to cause or caused any harm to the employer.

However, in this case, the claimant clearly intended to take a potential customer away from the employer for the benefit of a competitor, a direct violation of her duty to her employer and gross misconduct.

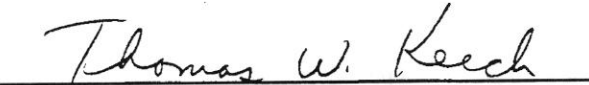
DECISION

The claimant was discharged for gross misconduct, connected with her work, within the meaning of Section 6(b) of the Maryland Unemployment Insurance Law. She is disqualified from receiving benefits from the week beginning July 15, 1990 and until she becomes re-employed, earns at least ten times her weekly benefit amount (\$2,150), and thereafter becomes unemployed through no fault of her own.

The decision of the Hearing Examiner is reversed.



Associate Member



Chairman

COPIES MAILED TO:

CLAIMANT

EMPLOYER

UNEMPLOYMENT INSURANCE - EASTPOINT

 **Maryland**
Department of Economic &
Employment Development

William Donald Schaefer, Governor
J. Randall Evans, Secretary

William R. Merriman, Chief Hearing Examiner
Louis Wm. Steinwedel, Deputy Hearing Examiner

1100 North Eutaw Street
Baltimore, Maryland 21201

Telephone: 333-5040

— DECISION —

Claimant:	Kristie L. Jones	Date:	Mailed: 10/25/90
		Appeal No.:	9012723
		S.S. No.:	
Employer:	Cellular One Custom Ctr.	L.O. No.:	040
		Appellant:	Claimant

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 TO PETITION FOR REVIEW —

ANY INTERESTED PARTY TO THIS DECISION MAY REQUEST A REVIEW AND SUCH PETITION FOR REVIEW MAY BE FILED IN ANY OFFICE OF THE DEPARTMENT OF ECONOMIC AND EMPLOYMENT DEVELOPMENT, 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 **November 9, 1990**

— APPEARANCES —

FOR THE CLAIMANT:

FOR THE EMPLOYER:

Kristie L. Jones - Present

Andrew Stack,
Manager of Sales

FINDINGS OF FACT

The claimant was employed as a salesperson from January 16, 1990 to July 16, 1990. On that date the claimant was given contact information for a prospective customer. The claimant did not make

contact with the customer but the customer informed the employer later that day that he had been contacted by a competing car phone company. That contact had been made by the claimant's live in fiancée with whom the claimant had lunch that day. The claimant was discharged for apparent conflict of interest. She offered no explanation as to how her boyfriend happened to call the customer that was assigned to her.

CONCLUSIONS OF LAW

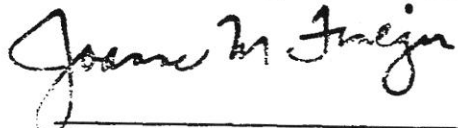
The term "misconduct," as used in the Statute means a transgression of some established rule or policy of the employer, the commission of a forbidden act, a dereliction from duty, or a course of wrongful conduct committed by an employee within the scope of his employment relationship, during hours of employment or on the employer's premises. (See Rogers v. Radio Shack 271 Md. 126, 314 A.2d 113).

The claimant's failure even three months after the occurrence to substantiate her claim that she did not deliberately give the lead to her boyfriend makes it more likely than not that she did.

DECISION

It is held that the claimant was discharged for misconduct connected with the work, within the meaning of Section 6(c) of the Maryland Unemployment Insurance Law. She is disqualified from receiving benefits from the week beginning July 15, 1990 and the nine weeks immediately following.

The determination of the Claims Examiner is hereby affirmed.



Joanne M. Finegan
Hearing Examiner

Date of Hearing: October 18, 1990
km/Specialist ID: 40312
Cassette No: 8441.90
Copies mailed on October 25, 1990 to:

Claimant
Employer
Unemployment Insurance - Eastpoint (MABS)