



**DEPARTMENT OF EMPLOYMENT AND TRAINING**

**STATE OF MARYLAND**  
HARRY HUGHES  
Governor

**BOARD OF APPEALS**  
1100 NORTH EUTAW STREET  
BALTIMORE, MARYLAND 21201

(301) 383-5032

**BOARD OF APPEALS**

THOMAS W. KEECH  
Chairman

HAZEL A. WARNICK  
MAURICE E. DILL  
Associate Members

SEVERN E. LANIER  
Appeals Counsel

MARK R. WOLF  
Chief Hearing Examiner

**— DECISION —**

Decision No.: 338-BH-85

Date: May 31, 1985

Claimant: Hilda Cooper

Appeal No.: 08960

S. S. No.: -----

Employer: Carrollton Bank of  
Baltimore

L.O. No.: 1

Appellant: EMPLOYER

**Issue:**

Whether the claimant was discharged for misconduct, connected with her work, within the meaning of §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 ATTORNEY IN THE CIRCUIT COURT OF 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 June 30, 1985

**— APPEARANCES —**

FOR THE CLAIMANT:

FOR THE EMPLOYER:

C. Michael Bock,  
Asst . Cashier;  
Francis Womack,  
ADP ;  
Lillian Kennedy,  
Asst . to Pers.  
Director

## EVALUATION OF EVIDENCE

The Board of Appeals has considered all of the evidence presented, including the testimony offered at the hearings. The Board has also considered all of the documentary evidence introduced in this case, as well as the Department of Employment and Training's documents in the appeal file.

### FINDINGS OF FACT

The claimant was employed by the Carrollton Bank of Baltimore as a bank teller from May 11, 1977 until on or about July 2, 1984. The claimant was discharged by the employer for failing to follow proper bank procedures and policy in the handling of a transaction that resulted in a loss to the bank of \$150.00.

On July 2, 1984, one of the bank's customers delivered by messenger to the bank a cash deposit of \$1,271.05. In addition to that, the customer also sent another \$150.00 in cash, although that \$150.00 was not listed on the deposit ticket. The customer's deposits were handled by the claimant, who was the only teller to use her particular machine that day.

When the customer received his deposit ticket back, he noticed that the \$150.00 was not listed on his receipt. He immediately contacted the bank. Upon investigation it was confirmed that it was the claimant who had handled the transaction. However, the tapes from her machine for that day did not show a deposit or receipt for \$150.00 for that customer. However it did show that in the middle of the tape two of the transactions were torn from both the white and the yellow copies of the tape. These were transaction numbers 75 and 79. Both the white copies of those transactions (copies which are immediately forwarded to the proof department of the bank) and the yellow copies (which stay with the machine for the entire day) had been torn out and were totally missing. These transactions represented the deposit slip for \$150.00 and the customer receipt for \$150.00.

When the claimant reported to work the next day, she could offer no explanation as to why she had torn out pieces of the tape. The claimant, who had been a teller for over seven years, knew that breaking the tape or tearing out any parts of it was strictly against company regulations. Since the entire tapes were missing for those two transactions, the bank had no choice but to refund \$150.00 to the customer.

In view of the serious nature of the claimant's breach of bank regulations and in view of her prior warnings for similar offenses, including a warning for a mishandling of a transaction on December 9, 1983 which resulted in a loss of \$370.45 to the bank, a warning on February 24, 1983 for having been overdrawn on her own checking account, which is also against company policy, and a warning on October 8, 1982 for being overdrawn, the decision was made to discharge the claimant immediately. Since the bank could not prove that the claimant had actually stolen the \$150.00, no charges were placed against her for theft.

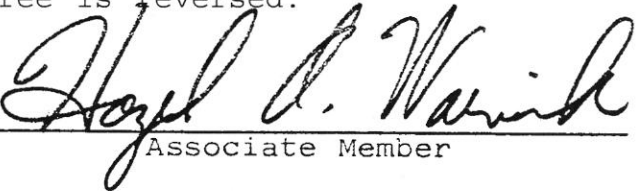
CONCLUSIONS OF LAW

Based upon all the evidence in this case, the Board of Appeals concludes that the claimant was discharged for gross misconduct, connected with her work within the meaning of §6(b) of the law. The testimony of the employer leaves no doubt that the claimant deliberately and willfully tore the tape of two transactions out of her machine, strictly against company regulations, of which she was fully aware. This in itself constitutes a deliberate and willful disregard of standards of behavior which her employer had a right to expect, showing a gross indifference to the employer's interest, within the meaning of §6(b) of the law. Further, that incident, and the prior incidents for which she received several warnings, constitute a series of repeated violations of employment rules proving that the claimant regularly and, wantonly disregarded her obligations, also within the meaning of §6(b) of the law. At no time, either when she was terminated, or at the Appeals Referee hearing, could the claimant offer an explanation as to how the pieces of her tape disappeared.

DECISION

The claimant was discharged for gross misconduct, connected with the work, within the meaning of §6(b) of the Maryland Unemployment Insurance Law. She is disqualified from receiving benefits from the week beginning July 1, 1984 and until she becomes re-employed, earns at least ten times her weekly benefit amount (\$1,100) and thereafter becomes unemployed through no fault of her own.

The decision of the Appeals Referee is reversed.

  
Associate Member

  
Associate Member

  
Chairman

W:D:K  
kbm

Date of Hearing: February 5, 1985

COPIES MAILED TO:

CLAIMANT



**DEPARTMENT OF EMPLOYMENT AND TRAINING**

**STATE OF MARYLAND  
1100 NORTH EUTAW STREET  
BALTIMORE, MARYLAND 21201**

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**SEVERN E. LANIER  
Appeals Counsel**

**MARK R. WOLF  
Chief Hearing Examiner**

**— DECISION —**

Date: Mailed: September 24, 1984

Claimant: Hilda Cooper

Appeal No.: 08960-EP

S. S. No.:

Employer: Carrollton Bank of Baltimore  
c/o Automatic Data Processing

LO. No.: 1

Appellant: Employer

Issue: Whether the claimant was discharged for misconduct connected with her 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 EMPLOYMENT SECURITY OFFICE, OR WITH THE APPEALS DIVISION, ROOM 515, 1100 NORTH EUTAW STREET, BALTIMORE, MARYLAND 21291, EITHER IN PERSON OR BY MAIL

THE PERIOD FOR FILING A PETITION FOR REVIEW EXPIRES AT MIDNIGHT ON October 9, 1984

**— APPEARANCES —**

FOR THE CLAIMANT:

Hilda Cooper - Claimant

FOR THE EMPLOYER:

Carroll M. Bock -  
Assistant Cashier and  
Theodore S. Litwin -  
Automatic Data Processing

**FINDINGS OF FACT**

The claimant was employed by Carrollton Bank of Baltimore from May 11, 1977 as a teller earning over \$4.00 an hour at the time of her last day of work, July 2, 1984.

The claimant's free checking account was closed by this employer because the claimant had too incidents of overdrawing it. The claimant had received warnings for teller shortages. On the claimant's last day of works a customer submitted a deposit through an errand boy in the amount of \$1,271.05 which showed on the deposit slip. However, the customer had included in the deposit bag an additional \$150.00 which did not show on the deposit slip. The customer called the claimant, who denied having the \$150.00. The customer then called the branch manager, and the branch manager, upon investigation, discovered the entire transaction was not listed as it should have been on the claimant's tape. As a result of this, the claimant was discharged.

CONCLUSIONS OF LAW

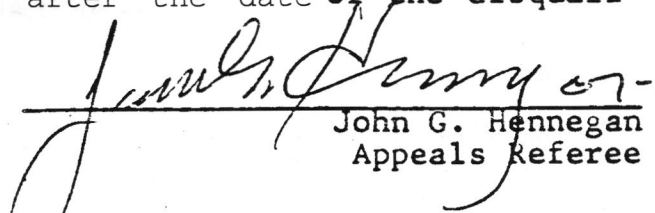
The Appeals Referee finds misconduct, but not gross misconduct connected with the claimant's work within the meaning of the Maryland Unemployment Insurance Law. Therefore, the determination of the Claims Examiner will be affirmed.

DECISION

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 for the week beginning July 1, 1984 and the nine weeks immediately following.

The determination of the Claims Examiner is affirmed.

This denial of unemployment insurance benefits for a specified number of weeks will also result in ineligibility for Extended Benefits, and Federal Supplemental Compensation (FSC), unless the claimant has been employed after the date of the disqualification.

  
 John G. Hennegan  
 Appeals Referee

Date of hearing: 9/6/84  
 amp/7005  
 (Chappell)  
 62017,6722

Copies mailed on September 24, 1984 to:

- Claimant
- Employer
- Unemployment insurance - Baltimore

Theodore S. Litwin

EMPLOYER

UNEMPLOYMENT INSURANCE - BALTIMORE