



Maryland

Department of Economic & Employment Development

William Donald Schaefer, Governor

J. Randall Evans, Secretary

Board of Appeals

1100 North Eutaw Street

Baltimore, Maryland 21201

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Board of Appeals

Thomas W. Keech, Chairman

Hazel A. Warnick, Associate Member

Donna P. Watts, Associate Member

— DECISION —

Decision No.: 849-BR-89

Date: September 29, 1989

Claimant: Norman Terrell, III

Appeal No.: 8908323

S. S. No.:

Employer: Clarence H. Settle

L O. No.: 50

Appellant: CLAIMANT

Issue: Whether the claimant was discharged for gross misconduct or misconduct, connected with the 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 ATTORNEY IN THE CIRCUIT COURT OF BALTIMORE CITY, IF YOU RESIDE IN BALTIMORE, OR THE CIRCUIT COURT OF THE COUNTY IN MARYLAND IN WHICH YOU RESIDE.

THE PERIOD FOR FILING AN APPEAL EXPIRES AT MIDNIGHT ON October 29, 1989

— 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 in this case was a gas station attendant with some minor mechanical and janitorial duties. The owner of the station advised him that the station was to be sold imminently. The claimant was not approached by the new owners about continuing to work, nor were any other of the employees.

The claimant earned \$4.50 an hour and paid \$566 per month rent. He was required to give 30 days' notice if he was vacating his apartment. Since his employment was coming to an end at an unknown date in the very near future, he gave notice on May 1, 1989 that he would be vacating his apartment by June 1, 1989. During May, the employer asked the claimant if he could work until June 15, but the claimant declined because he had to be out of his apartment before then. --


The Board concludes that the claimant was laid off from his employment. He was simply unable to work the last two weeks of available employment, and this inability was caused directly by the employer's actions in informing him that his job was coming to an end. Considering the claimant's financial circumstances, his actions were reasonable in attempting to end his lease at the approximate end point of his employment. The fact that he missed this date by about two weeks does not change his layoff into a voluntary quit.

A layoff is considered to be a discharge, but not for any misconduct.

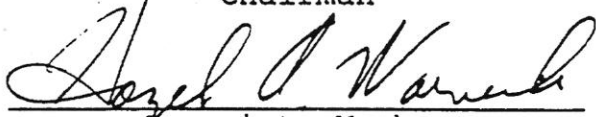
DECISION

The claimant was discharged, but not for gross misconduct or misconduct, connected with the work, within the meaning of Section 6(b) or 6(c) of the Maryland Unemployment Insurance Law. No disqualification is imposed based upon the claimant's separation from employment with Clarence H. Settle. 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

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