

# Maryland

DEPARTMENT OF ECONOMIC AND EMPLOYMENT DEVELOPMENT

1100 North Eutaw Street  
Baltimore, Maryland 21201  
(301) 333-5033



William Donald Schaefer, Governor  
J. Randall Evans, Secretary

**BOARD OF APPEALS**

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

**— DECISION —**

Decision No.: 420-BR-89

Date: May 19, 1989

Claimant: Aaron L. Richardson

Appeal No.: 8901540

S. S. No;

Employer: Wallace Shipbuilding Co., Inc.  
ATTN: James R. Wallace, Pres.

L.O. NO.: 12

Appellant: EMPLOYER

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 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 EXPIRE SAT MIDNIGHT ON June 18, 1989

**— APPEARANCES —**

FOR THE CLAIMANT:

FOR THE EMPLOYER:

**REVIEW ON THE RECORD**

Upon review of the record in this case, the Board of Appeals affirms the decision of the Hearing Examiner but for the following reasons.

The claimant and other employees were given a written policy by the employer that included substantial and drastic changes in benefits, including raises, vacation pay, holiday pay and sick leave. The claimant was told to sign the new policy or he would be fired. The claimant refused to sign and he was fired.

The employer characterized this as walking off the job but the Board agrees with the Hearing Examiner that this was a discharge. The employer's witness testified tht the claimant had no choice but to sign the document or lose his job. Therefore, his leaving the premises after refusing to sign the paper was due to his having been fired.

The remaining question is whether he was fired for some type of misconduct. The Board concludes that he was not. The claimant was fired for refusing to acquiesce to a substantial change in his benefits. This is not misconduct. While it does appear that the prior verbal policy regarding raises and benefits was excessively generous, to the point of creating financial hardship for the employer, the employer agreed to this policy with its eyes wide open and the claimant had come to rely on it. His refusal to agree to these changes therefore, is not 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 Wallace Shipbuilding Company, Inc. The claimant may contact the local office concerning the other eligibility requirements of the law.

The decision of the Hearing Examiner is affirmed.

  
\_\_\_\_\_  
Associate Member

  
\_\_\_\_\_  
Chairman

H:K  
kmb

COPIES MAILED TO:

CLAIMANT'

EMPLOYER

UNEMPLOYMENT INSURANCE - SALISBURY



# Maryland

## Department of Economic & Employment Development

William Donald Schaefer  
Governor

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Secretary

1100 North Eutaw Street  
Baltimore, Maryland  
21201

(301) 333-5040

— DECISION —

Date: Mailed: March 28, 1989

Claimant: Aaron L. Richardson

Decision No.: 8901540

S.S. No.:

Employer: Wallace Shipbuilding Co., Inc.

LO. No.: 12

Appellant: Claimant

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

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— NOTICE OF RIGHT OF FURTHER APPEAL —

ANY INTERESTED PARTY TO THIS DECISION MAY REQUEST 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 April 12, 1989

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— APPEARANCES —

FOR THE CLAIMANT:

Aaron L. Richardson - Claimant  
(Telephone Hearing)

FOR THE EMPLOYER:

Katherine Deal -  
Comptroller  
(Telephone Hearing)

FINDINGS OF FACT

The claimant has a benefit year beginning January 8, 1989. He was employed on December 10, 1987 by Wallace Shipbuilding Company, Inc. as a welder. At the time of his separation from employment on January 11, 1989, the claimant earned \$9.50 an hour.

The employer had management difficulties with the shipyard in which the claimant worked. To correct problems in the shipyard, the employer hired a full-time manager in November, 1988. When

the new manager was hired, the employer changed some of its policies, including eliminating sick leave, vacation leave, holiday leave and raises every three months, to which the employees had received. These new policies were contained in a policy manual. The employees of the Wallace Shipyard were told to sign the new policy manual, and if they refused to do so, they would be fired. Eight of the ten employees in the shipyard refused to sign the policy manual. They were told to leave the shipyard or the police would be called. The employees left after being told to do so.

CONCLUSIONS OF LAW

A claimant who resigns in lieu of discharge does not show the requisite intent to quit under the case Allen v. Core Target City Youth Program, 275 Md. 69, 338 A.2d 237 (1975). Therefore, a resignation in lieu of discharge shall be treated as a termination under Section 6(b) or Section 6(c) of the Law. Miller v. William Burnett & Company, Inc., 442-BR-82.

Article 95A, Section 6(b) provides for a disqualification from benefits where an employee is discharged for actions which constitute (1) a deliberate and willful disregard of standards which the employer has a right to expect or (2) a series of violations of employment rules which demonstrate a regular and wanton disregard of the employee's obligations to the employer. The preponderance of the credible evidence in the instant case will support a conclusion that the claimant's actions do not rise to the level of gross misconduct within the meaning of the Statute.

DECISION

The claimant was discharged, but not for misconduct in connection with his work. No disqualification is imposed.

The Claims Examiner's determination is reversed.

  
Sarah Moreland  
Hearing Examiner

Date of hearing: 3/16/89

amp/Specialist ID: 12626

Cassette No. 2071

Copies mailed on March 28, 1989 to:

Claimant

Employer

Unemployment insurance - Salisbury (MABS)