

 **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.:	815-BR-89	
	Date:	September 15, 1989	
Claimant:	Carla J. Webb	Appeal No.:	8906994
		S. S. No.:	
Employer:	Alex Brown & Sons ATTN: Sheila Berger, Human Res.	L.O. No.:	9
		Appellant:	EMPLOYER
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.		

— 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 THECIRCUITCOURT OF THE COUNTY IN MARYLAND IN WHICH YOU RESIDE.

THE PERIOD FOR FILING AN APPEAL EXPIRES AT MIDNIGHT ON October 15, 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 was employed by Alexander Brown & Sons, Inc. Throughout her employment the claimant received good evaluations and raises.

Approximately one year before the claimant resigned, her supervisor, Jack Lewis, had discussions with the claimant regarding being promoted to the position of "Administrative Coordinator." The claimant was told, by Mr. Lewis, that she was being "groomed" for this promotion. Mr. Lewis "was seriously preparing her for that position."

Mr. Lewis told his superior, Dick Danna, that he was preparing the claimant for the promotion. Mr. Lewis did not have the authority to promise the claimant the promotion. The claimant was not promised the promotion by anyone having the authority to make such a promise.

One month after Mr. Lewis left the employer, an outside party was hired for the position of "Administrative Coordinator." When she was not given the promotion, the claimant quit. The Board concludes that the claimant did not have good cause to quit her employment with Alex Brown & Sons, Inc. The claimant was never specifically promised the promotion. However, the Board finds that the facts of this case are sufficient to conclude that the claimant had substantial cause directly attributable to the actions of the employer to leave her employment.

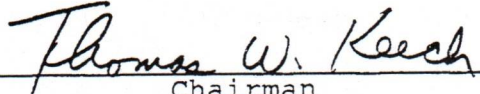
The claimant had been a good employee for five years. Her supervisor, by his words and deeds caused her to reasonably assume that the promotion was hers. The claimant could only rely on what her supervisor told her. The claimant's reliance on what her supervisor told her was certainly reasonable. The claimant cannot be held responsible for the fact that her supervisor, in effect, misled her.

DECISION

The claimant left work voluntarily, without good cause, within the meaning of Section 6(a) of the Maryland Unemployment Insurance Law. However, the claimant did have valid circumstances for terminating her employment so as not to warrant the maximum disqualification. She is disqualified from receiving benefits from the week beginning May 7, 1989 and the four weeks immediately following.

The decision of the Hearing Examiner is reversed.


Associate Member


Chairman

D:K

kmb

COPIES MAILED TO:

CLAIMANT

EMPLOYER

Frank S. Solomon, Esquire
605 Baltimore Avenue
Baltimore, MD 21204

UNEMPLOYMENT INSURANCE - TOWSON

 **Maryland**
**Department of Economic &
Employment Development**

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1100 North Eutaw Street
Baltimore, Maryland
21201

(301) 333-5040

— DECISION —

Date Mailed: August 1, 1989

Claimant: Carla J. Weber

Decision: 8906994

S. S. No.:

Employer: Alex Brown & Sons, Inc.
Attn: Karyn Blank

L.O. No.: 9

Appellant: Claimant

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

— 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 818, 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

8/16/89

— APPEARANCES —

FOR THE CLAIMANT

FOR THE EMPLOYER

Carla J. Weber - Present
Jack E. Lewis - Witness
Frank S. Solomon, Esquire

Not Represented

FINDINGS OF FACT

The claimant was employed by Alexander Brown from April 23, 1984 until May 9, 1989. She was Senior Legal Clerk, earning \$21,000 a year. The claimant is thirty-eight years old and a high school graduate.

The claimant received good evaluations and raises throughout her period of employment.

Approximately one year before the claimant left, her supervisor Jack Lewis discussed an opening as an Administrative Coordinator in the Transfer department. The claimant was nominated for this position and the Vice President supervising Mr. Lewis in essence, agreed to this. It turned out that the employer brought another individual in who they claimed had more experience.

The employer reported to the Claims Examiner by telephone call that the claimant resigned. There is nothing in her file to indicate she had been promised another position or promotion.

The claimant felt that she could not go any further and as a result of this resigned her position as she had been promised this promotion and the raise which would have accompanied it. The claimant would have received annual salary but no overtime.

CONCLUSIONS OF LAW


In the case of Cole v. Mortgage Credit Reports, Inc., 381-BR-84, the Board of Appeals held claimant's resignation is for good cause where employer breaches promise to provide the claimant transportation, bonus and pay raise.

In this case, the employer's supervisor promised her a promotion which would have included a pay raise. When they failed to follow through on this promise, the claimant's leaving must be considered to be for a good cause. The determination of the Claims Examiner will be reversed.

DECISION

The claimant left her employment but for good cause, within the meaning of Section 6(a) of the Maryland Unemployment Insurance Law. No disqualification is imposed based upon her separation with Alexander Brown & Sons, Inc. The claimant may contact the local office about the other eligibility requirements of the Law.

The determination of the Claims Examiner is reversed.



John F. Kennedy, Jr.
Hearing Examiner

Date of hearing: 6/29/89
kac/Specialist ID: 09656/6501
Copies mailed on August 1, 1989 to:

Claimant
Employer
Unemployment insurance - Towson (MABS)

Frank S. Solomon
Attorney-At-Law