

 **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.: 870-BR-89
Date: October 6, 1989
Claimant: Troy S. Penninaton Appeal No.: 8904634
S. S. No.:
Employer: Lott Constructors, Inc. L. O. No.: 43
Contract Adm. Appellant: CLAIMANT
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 THE CIRCUIT COURT OF THE COUNTY IN MARYLAND IN WHICH YOU RESIDE.

THE PERIOD FOR FILING AN APPEAL EXPIRES AT MIDNIGHT ON November 5, 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 Board adopts the findings of fact of the Hearing Examiner. The Board additionally finds as a fact that the job in Florida as of the date of the appeal hearing still hadn't started. No one in the claimant's position of field engineer was sent to the job site in Florida.

The Board concludes that these facts are sufficient to sustain a finding of good cause to quit connected with the work.

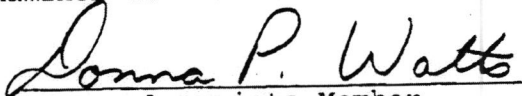
Section 6(a) of the Maryland Unemployment Insurance Law defines "good cause" as a cause which is directly attributable to, arising from, or connected with the conditions of employment or actions of the employer. The claimant's reason for quitting his employment with Lott Construction meet the requirements of the definition.

The claimant quit due to the fact that the employer wanted him to transfer from the Maryland/Virginia area to Jacksonville, Florida. The claimant had just recently been told by the employer that he would be working in the Virginia area. The employer would not cover all the claimant's reasonable expenses that would have incurred as a result of this move.

DECISION

The claimant left work voluntarily, but for good cause connected with the work, within the meaning of Section 6(a) of the Maryland Unemployment Insurance Law. No disqualification is imposed based on his separation from employment with Lott Constructors, Inc. The claimant may contact the local office concerning the other eligibility requirements of the law.

The decision of the Hearing Examiner is reversed.


Associate Member


Associate Member

D:H

kmb

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CLAIMANT

EMPLOYER

UNEMPLOYMENT INSURANCE - WHEATON



Maryland

Department of Economic & Employment Development

William Donald Schaefer
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Secretary

1100 North Eutaw Street
Baltimore, Maryland
21201

(301) 333-5040

— DECISION —

Claimant: Troy S. Pennington	Date:	Mailed: 7/27/89
	Appeal No.:	8904634
	S.S. No.:	
Employer: Lott Constructors, Inc.	L.O. No.:	43
	Appellant:	Employer

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 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 August 11, 1989

— APPEARANCES —

FOR THE CLAIMANT:

Claimant-Present (via telephone)

FOR THE EMPLOYER:

Bob Power,
Contract
Administrator

FINDINGS OF FACT

This case was remanded to the undersigned Hearing Examiner for a new decision without a new hearing by order of the Board of Appeals, dated June 23, 1989.

The claimant was employed by Lott Constructors, Inc., from November 1987 until March 15, 1989, as a field engineer. This was a full-time position, which paid the claimant \$33,000 per year.

Some two months prior to the claimant's separation from employment, the employer indicated that he would be transferred to a job site in Alexandria, Virginia, once the project that he was working on was completed.

The claimant then moved from Frederick, Maryland to Gaithersburg, Maryland in order to be closer to his work. His apartment lease contained a "no-transfer" clause, and the claimant tagged his three vehicles in Maryland, in anticipation of staying in the area. Then, the claimant was told he was going to be transferred to Jacksonville, Florida by the employer, once the present job was completed.

The job superintendent on the claimant's project left in February 1989. The claimant was scheduled to go to the Florida job on March 1, but was allowed to continue working at the present job site until the project was completed on March 15, 1989.

The start up of the job in Alexandria, Virginia was delayed and the claimant stopped working for Lott on March 15, because that job was completed. This employer had no other work available for the claimant in the Washington, DC area.

The claimant is presently employed.

CONCLUSIONS OF LAW

Based upon the testimony presented at the appeals hearing, it is concluded that the claimant was separated from his employment voluntarily, without good cause connected with the work, within the meaning of Section 6(a) of the Maryland Unemployment Insurance Law. While the claimant worked to the end of the present assignment, he refused to transfer to Florida because of financial conditions that were not reimbursable by this employer. These included a "no-transfer clause", in his lease and the fact that the claimant has titled and tagged his three vehicles in Maryland. Thus, it is concluded that the claimant refused to transfer for financial considerations that were personal to the claimant. These financial considerations constituted valid circumstance supporting a reduced disqualification as provided for in Article 95A, Section 6(a), but cannot be considered good cause for the claimant's separation as required by that same Section of the Law. Therefore, the determination of the Claims Examiner will be modified to reflect the imposition of the minimum penalty under Section 6(a) of the Law.


DECISION

The claimant voluntarily left his employment, without good cause connected with the work, within the meaning of Section 6(a) of the Maryland Unemployment Insurance Law. Benefits are denied beginning March 12, 1989 and for the four weeks immediately following, ending on April 15, 1989.

The determination of the Claims Examiner is modified.

It should be noted for informational purposes that benefits paid to a claimant who voluntarily quits his employment, without good cause are not chargeable to the experience rating of the employer under Section 8(c) (10).

This decision replaces the one mailed to the parties on May 8, 1989.



Seth Clark
Hearing Examiner

Date of hearing: 7/21/89
rsb/Specialist ID:43723
Copies mailed on 7/27/89 to:

Claimant
Employer
Unemployment Insurance-Wheaton(MABS)

Board of Appeals