

 **Maryland**  
Department of Economic &  
Employment Development

*William Donald Schaefer, Governor*  
*Mark L. Wasserman, Secretary*

*Board of Appeals*  
*1100 North Eustaw Street*  
*Baltimore, Maryland 21201*  
*Telephone: (410) 333-5032*

*Board of Appeals*  
*Thomas W. Keech, Chairman*  
*Hazel A. Warnick, Associate Member*  
*Donna P. Watts, Associate Member*

— DECISION —

	Decision No.:	1121-BR-92	
	Date:	July 15, 1992	
Claimant:	Elizabeth Quina	Appeal No.:	9208981
		S. S. No.:	
Employer:	Mario Furniture Co., Inc,	L. O. No.:	43
		Appellant:	CLAIMANT
Issue:	Whether the claimant left work voluntarily, without good cause, within the meaning of Section 8-1001 of the Labor and Employment Article.		

---

— 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 CITY, OR THE CIRCUIT COURT OF THE COUNTY IN MARYLAND IN WHICH YOU RESIDE.

THE PERIOD FOR FILING AN APPEAL EXPIRES

August 14, 1992

---

— 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.

updated computer system. During this changeover, there were problems experienced by the sales staff. The data input clerks had difficulty with the sales, and therefore, the commissions were not always up to date.

The claimant had difficulty getting her paychecks reconciled with the amount of commission she felt she was owed. As a result, she received less than she felt she was entitled to. The computer was installed in May, claimant reporting to work until the first of June.

The record shows that the primary reason that the claimant quit her job was that she decided to become self-employed. She began selling advertising for free tv Guides for a company out of California and the local office in Columbia, Maryland. The claimant was self-employed until February 19, 1992.

#### CONCLUSIONS OF LAW

The Maryland Code, Labor and Employment Article, Title 8, Section 1001 provides that an individual shall be disqualified for benefits where his unemployment is due to leaving work voluntarily, without good cause arising from or connected with the conditions of employment or actions of the employer or without serious, valid circumstances. The preponderance of the credible evidence in the record will support a conclusion that the claimant voluntarily separated from employment, without good cause or valid circumstances, within the meaning of Title 8, Section 1001.

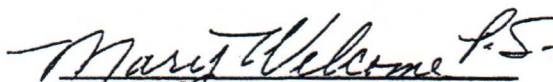
The problem that the claimant had during the changeover from the old to the new computer was common among all sales staff. The manager worked with the sales personal in order to reconcile and resolve their problems. The claimant ultimately received what she was entitled to, and had she remained, the problems would have been resolved. However, the claimant decided that she could make more money as a self-employed person and quit her job. The computer problems did not represent a refusal on the part of the employer to deny the claimant benefits for which she was entitled and would have resolved her problems had she remained. This does not represent a good reason or valid circumstances for quitting a job. The Unemployment Insurance Law prohibits paying unemployment insurance to persons who quit employment in order to become self-employed.

Based upon the foregoing, the determination of the Claims examiner must be affirmed.

## DECISION

The claimant is unemployed because she voluntarily resigned her position, without good cause, within the meaning of MD Code, Labor and Employment Article, Title 8, Section 1001. Benefits are denied for the week beginning June 2, 1991 and until the claimant becomes re-employed and earns at least ten times her weekly benefit amount (\$2,230) and thereafter becomes unemployed through no fault of her own.

The determination of the Claims Examiner is affirmed.

  
Mary Welcome  
Mary Welcome  
Hearing Examiner

Date of Hearing: 5/19/92  
ps/Specialist ID: 43727  
Cassette No: Attached to File  
Copies mailed on 5/22/92 to:

Claimant  
Employer  
Unemployment Insurance - Wheaton (MABS)

 **Maryland**  
Department of Economic &  
Employment Development

*William Donald Schaefer, Governor*  
*Mark W. Wasserman, Secretary*

*Gary W. Wiedel, Administrator*  
*Louis Wm. Steinwedel, Chief Hearing Examiner*

*Room 511*  
*1100 North Eutaw Street*  
*Baltimore, Maryland 21201*

*Telephone: (410) 333-5040*

**— DECISION —**

Date: Mailed: 5/22/92

Claimant: Elizabeth G. Quina  
Appeal No.: 9208981  
S. S. No.:

Employer: Marlo Furniture Co., Inc.  
c/o R.E. Barrington, Inc.  
L.O. No.: 043  
Appellant: Claimant

Issue:

Whether the claimant left work voluntarily, without good cause, within the meaning of MD Code, Labor and Employment Article, Title 8, Section 1001.

**— 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 OFFICE OF THE DEPARTMENT OF ECONOMIC AND EMPLOYMENT DEVELOPMENT, OR WITH THE BOARD OF APPEALS, ROOM 515, 1100 NORTH EUTAW STREET, BALTIMORE, MARYLAND 21201, EITHER IN PERSON OR BY MAIL

June 8, 1992

THE PERIOD FOR FILING A PETITION FOR REVIEW EXPIRES ON

NOTE APPEALS FILED BY MAIL INCLUDING SELF-METERED MAIL ARE CONSIDERED FILED ON THE DATE OF THE U.S. POSTAL SERVICE POSTMARK

**— APPEARANCES —**

FOR THE CLAIMANT:  
claimant - Present

FOR THE EMPLOYER:  
Ahmed Attia, Manager

**FINDINGS OF FACT**

The claimant was employed in October, 1988 and continued working until her separation on June 7, 1991. The claimant was employed as a sales consultant and was earning a salary equivalent to 4 1/2 percent of sales.

The record shows that in May, 1991, the employer installed a new

It seems clear to the Board, and it is found as a fact, that the primary reason the claimant left her job was because of a large decrease in her take-home pay caused by problems in the employer's computer system.

Although the record in this case is not as detailed as it could have been, it does show that many commissions owed to the claimant were not paid to her for several weeks due to this computer problem, and that this constituted a large part of her remuneration. The claimant was paid solely on a commission basis.

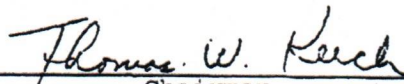
The claimant's testimony regarding this issue was not contested by the employer. The employer's testimony was that he worked diligently with the claimant to solve these paycheck problems. The Hearing Examiner's finding that the employer was working in good faith to solve these problems is adopted by the Board. Good faith, however, is not the issue in this case. The claimant was not paid correctly for work performed for several weeks, and she could not afford to live on what she was being paid and wait until the employer corrected the problem.

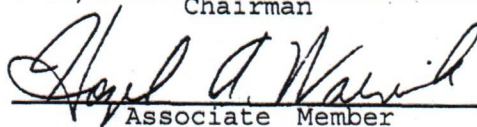
The obligations of the employment contract are reciprocal. While the employee has the obligation to work diligently and in good faith for the employer, the employer has an obligation to pay the remuneration agreed upon in a timely manner. A failure of the employer to do so is a substantial breach of the employment obligation and constitutes good cause for the employer leaving work.

#### DECISION

The claimant voluntarily quit, but for good cause, within the meaning of Section 8-1001 of the Labor and Employment Article. No disqualification is imposed based upon the claimant's separation from employment with Mario Furniture Company, Inc.

The decision of the Hearing Examiner is affirmed.

  
\_\_\_\_\_  
Chairman

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

K:H  
kmb

COPIES MAILED TO:

CLAIMANT

EMPLOYER

UNEMPLOYMENT INSURANCE - WHEATON