

# 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.:	221-BR-89
	Date:	March 30, 1989
Claimant:	Appeal No.:	8813854
	S. S. No.:	
Employer:	L O. No.:	2
	Appellant:	CLAIMANT

Issue:

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

April 29, 1989

THE PERIOD FOR FILING AN APPEAL EXPIRES AT MIDNIGHT ON

**— 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 primary factual issue in this case was whether the claimant acted wrongfully on November 15, 1988 when she allowed another person onto the employer's premises. This other person, Mr. Jeffry Von Hagel, kicked a hole in the wall of the building before leaving.

The Board finds as a fact that the claimant was unaware that Mr. Von Hagel was not supposed to be allowed on the premises. Furthermore, the claimant's ignorance of this fact was reasonable, given the facts that he was a former employee, was still being utilized by the company as an independent contractor doing the same type of work and was wearing a uniform similar to, or identical to, the company's uniform. About ten minutes later, when the claimant realized that Mr. Von Hagel was intoxicated, she told him to leave the premises. On his way out, he kicked a hole in the wall.

The Board perceived no misconduct based upon this incident. The claimant acted reasonably.

The claimant admitted, however, culpability for an incident of October 28, 1988, for which she was warned. Although the details of this incident remain somewhat obscure, the claimant did apparently bypass one part of her duties, resulting in a customer's premises being unprotected by the alarm system for one night. This amounts to misconduct. Without sufficient evidence having been shown of a willful and wanton disregard of her obligations, or a gross indifference to her employer's interest, there can be no finding of gross misconduct under Section 6(b) of the Maryland Unemployment Insurance Law. The employer failed to meet its burden of demonstrating these required elements of Section 6(b) of the law, but ordinary misconduct under Section 6(c) of the law has been proven.

#### DECISION

The claimant was discharged for misconduct, connected with her work, within the meaning of Section 6(c) of the Maryland Unemployment Insurance Law. She is disqualified from receiving benefits for the week beginning November 13, 1988 and the five weeks immediately following.

The decision of the Hearing Examiner is reversed.

  
Chairman

  
Associate Member

COPIES MAILED TO:

CLAIMANT

EMPLOYER

Theodore S. Litwin, Esq.

Gates, McDonald

UNEMPLOYMENT INSURANCE - GLEN BURNIE

STATE OF MARYLAND  
APPEALS DIVISION  
1100 NORTH EUTAW STREET  
BALTIMORE, MARYLAND 21201  
(301) 383-6640

STATE OF MARYLAND  
William Donald Schaefer  
Governor

**— DECISION —**

**Claimant** Diane L. Lehman

**Date:** Mailed: 2/6/89

**Appeal No:** 8813854

**S.S. No.:**

**Employer** Baker Protective Services, Inc.

**LO. No.:** 2

**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.

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**- 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 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 FURTHER APPEAL EXPIRES AT MIDNIGHT ON February 21, 1989

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**- APPEARANCES -**

FOR THE CLAIMANT:  
Claimant Present

FOR THE EMPLOYER:  
William Burns -  
Lead Shift Supvr.  
Susie Harrison -  
Acting Supvr.  
Theodore S. Litwin -  
Attorney, Sates,  
McDonald, Inc.

**FINDINGS OF FACT**

The claimant had been employed by Baker Protective Services, Inc. trading as Wells Fargo Alarm Services from November 9, 1987 to November 25, 1988. The claimant was employed as a full-time security operator. The claimant worked from 11:00 p.m. to 7:00 a.m., Monday through Friday. The claimant worked at the commercial building at 809-A Barkwood Court in Linthicum Heights, Maryland.

The claimant was terminated from employment at Wells Fargo Alarm Services because she failed to adhere to company regulations. On October 28, 1988, the claimant extended the closing for system 03-039 of System Engineering for a no close which meant that the customer of Wells Fargo Alarm Systems was not protected by the alarm system for the night of October 31, 1988 and until the following afternoon. The claimant did not get the authorization from the account on October 28, 1988 to have the customer unprotected by the alarm system. Further, the claimant did not notify the Wells Fargo Alarm Services customer on the evening of October 28, 1988 that the customer was not protected by the Wells Fargo Alarm System. Moreover, on November 15, 1988 at approximately 12:30 a.m., the claimant allowed an ex-employee of the Wells Fargo Alarm Services to enter the building without management's knowledge or approval.

On November 15, 1988, the claimant allowed Jim VonHaggel to enter the company building at 12:30 a.m. The claimant believed that Mr. Jim VonHaggel was still an employee of the Wells Fargo Alarm Services because Mr. VonHaggel was wearing a uniform which resembled the Wells Fargo uniform. The claimant did not receive authorization from her immediate supervisor to allow Mr. VonHaggel to enter the company building on November 15, 1988. Moreover, Jim VonHaggel had no business related matter to enter the Wells Fargo Alarm Services building at approximately 12:30 a.m. on November 15, 1988. After Mr. VonHaggel entered the building of Wells Fargo Alarm Services, he kicked a hole in the wall. The claimant on November 10, 1987 signed a document which indicated that she had read and understood all the information contained in the employee handbook of Wells Fargo Alarm Services. The employee handbook on page 17 indicated that there is a breach of company security regulations to allow an unauthorized individual to enter secured areas of company or customer premises.

#### CONCLUSIONS OF LAW

The term "gross misconduct" means conduct that is a deliberate and willfull disregard of standards of behavior which an employer has a right to expect showing a gross indifference to the employer's interests or a series of repeated violations of employment rules proving that the employee has wantonly disregarded her obligations.

The claimant's conduct by extending the closing of an employer's account on the evening of October 28, 1988 wherein the employer's account was not protected by the Wells Fargo Alarm System not being in effect for that night and until the following afternoon and the claimant allowing an ex-employee into the company's premises on the night of November 15, 1988, without obtaining the authorization from her immediate supervisor amounts to gross misconduct in connection with the work within the meaning of Section 6(b) of the Maryland Unemployment Insurance Law. The claimant was aware that it was against company policy to allow unauthorized individuals to enter secured areas of the company premises. The determination of the Claims Examiner must be reversed.

DECISION

The claimant was discharged, for gross misconduct connected with the work, within the meaning of Section 6(b) of the Maryland Unemployment Insurance Law. Benefits are denied for the week beginning November 13, 1988 and until the claimant becomes reemployed, earns at least ten times her weekly benefit amount.

The determination of the Claims Examiner is reversed.

Date of Hearing: January 30, 1989  
kmb/Specialist ID#: 02417/684  
Copies mailed on February 6, 1989 to:

Claimant

Employer

Theodore S. Litwin, Esquire

Gates, McDonald

Unemployment Insurance - Glen Burnie (MABS)