



DEPARTMENT OF HUMAN RESOURCES
EMPLOYMENT SECURITY ADMINISTRATION

1100 NORTH EUTAW STREET
BALTIMORE, MARYLAND 21201

383 - 5032

- DECISION -

STATE OF MARYLAND

HARRY HUGHES
Governor

KALMAN R. HETTLEMAN
Secretary

BOARD OF APPEALS

JOHN J. KENT
Chairman

HENRY G. SPECTOR
HAZEL A. WARNICK
Associate Members

SEVERN E. LANIER
Appeals Counsel

DECISION NO.: 273-BR-82

DATE: March 12, 1982

APPEAL NO.: 18322

S. S. NO.:

CLAIMANT: Taslib Yasin

EMPLOYER: Grempler Realty, Inc.

L. O NO.: 45

APPELLANT: EMPLOYER

ISSUE Whether the Claimant was discharged for gross misconduct connected with the work, within the meaning of Section 6(b) 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 SUPERIOR COURT OF BALTIMORE CITY, OR THE CIRCUIT COURT OF THE COUNTY IN MARYLAND IN WHICH YOU RESIDE.

THE PERIOD FOR FILING AN APPEAL EXPIRES AT MIDNIGHT

April 11, 1982

- APPEARANCES -

FOR THE CLAIMANT:

FOR THE EMPLOYER:

REVIEW ON THE RECORD

Upon receipt of the Employer's appeal in this case, the Board of Appeals has reviewed the record before the Appeals Referee. In addition, the Board has requested and received from the agency a computer printout of the wage history of the Claimant. This printout, marked Exhibit B-1, will be entered into the record without a proffer of the document to either party. As the disposition of this case will show, neither party will be harmed by this procedure.

The Employer's protest is based on the allegation that the Claimant was not engaged in covered employment and that the Employer should not be charged. Although the Employer may well be correct, see, Section 20(g)(8)(xix) of the Maryland Unemployment Insurance Law, the Employer's protest is basically moot.

The benefits to which the Appeals Referee ruled that the Claimant was entitled are not based in any way on earnings with Grempler Realty. The agency records do not even list Grempler Realty as a base period employer. Not being listed as a base period employer, Grempler Realty will apparently not be charged with any benefits paid. Since the agency has already granted Grempler Realty the relief it requested in its appeal, the appeal is moot, and the Board will not rule on that issue.

The Claimant's benefits are based entirely on wages earned while he was employed by the Housing Authority of Baltimore City, based on a benefit year beginning July 27, 1980. This benefit year expired on July 27, 1981, just subsequent to the Appeals Referee's hearing in this case.

After the Appeals Referee's decision allowing benefits, the Claimant was paid benefits up to July 27, 1981. After that date, his benefit year expired. He was found to be monetarily ineligible for benefits in the succeeding year (primarily because his Grempler earnings were not counted as wages in covered employment).

Since the Claimant has been employed at Grempler for a substantial period of time, the Agency sought information from Grempler as to the reason for his separation from employment there, even though it did not consider his employment there as covered employment within the meaning of Section 20 of the Maryland Unemployment Insurance Law.

This Agency action raises the issue of whether it is proper for the Agency, when deciding the reason for separation from employment under Section 6 of the Law, to consider separation from non-covered employment, even though that non-covered employment has no financial bearing on the amount of benefits paid, and even though the non-covered employer is not charged for any benefits paid.

The Board concludes that the disqualifications of Section 6 of the Law are based on the reason for the Claimant's present state of unemployment. In every case, the reason why the Claimant left his last employment, covered or non-covered, is certainly relevant to the reason he or she is unemployed. Therefore, for the purposes of Section 6 of the Maryland Unemployment Insurance Law, consideration of why the Claimant left his non-covered last employment is appropriate, at least if the non-covered employment is his last employment.

Regarding the merits of the case, the Board agrees with the decision of the Appeals Referee that the Claimant left the employ of Gremler Realty for a non-disqualifying reason.

DECISION

The unemployment of the Claimant was due to a non-disqualifying reason within the meaning of Section 6(b) of the Maryland Unemployment Insurance Law. He is entitled to benefits for the week beginning May 10, 1981 if he is otherwise eligible under the Law.

The decision of the Appeals Referee is affirmed.


Chairman


Associate Member

K:W

kmb

COPIES MAILED TO:

CLAIMANT

EMPLOYER

UNEMPLOYMENT INSURANCE - PIMLICO



DEPARTMENT OF HUMAN RESOURCES
 EMPLOYMENT SECURITY ADMINISTRATION
 1100 NORTH EUTAW STREET
 BALTIMORE, MARYLAND 21201
 383 - 5040

BOARD OF APPEALS

JOHN J. KENT
 Chairman
 HENRY G. SPECTOR
 HAZEL A. WARNICK
 Associate Members

STATE OF MARYLAND
 HARRY HUGHES
 Governor
 KALMAN R. HETTLEMAN
 Secretary

SEVERN E. LANIER
 Appeals Counsel

- DECISION -

GARY SMITH
 Chief Hearings Officer

CLAIMANT: Taslib Yasin

DATE: August 3, 1981

APPEAL NO.: 18322

S. S. NO.:

EMPLOYER: Grempier Realty Inc.

L. O. NO.: 45

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.

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 515, 1100 NORTH EUTAW STREET, BALTIMORE, MARYLAND 21201, EITHER IN PERSON OR BY MAIL.

THE PERIOD FOR FILING A FURTHER APPEAL EXPIRES AT MIDNIGHT ON August 18, 1981

- APPEARANCES -

FOR THE CLAIMANT:

FOR THE EMPLOYER:

Taslib Yasin - Claimant

Ann Stephanus - Assistant
 Supervisor of Personnel

FINDINGS OF FACT

The claimant began working for the employer, a real estate broker, as a part-time sales agent on a commission basis in September of 1979. His last day of work was May 15, 1981 when he was separated from the employment by the employer because he failed to meet the employer's requirements that all agents pay dues in the amount of \$110.00 for membership in the Real Estate

Board of Baltimore which is a trade organization. The claimant, being in financial straits at the time, was not able to come up with the \$110.00 required by the employer. This obligation was required in the employment contract between the claimant and the employer. Because he did not pay this amount, the employer severed the claimant's employment with the firm by sending the claimant's license back to the Real Estate Commission of Maryland.

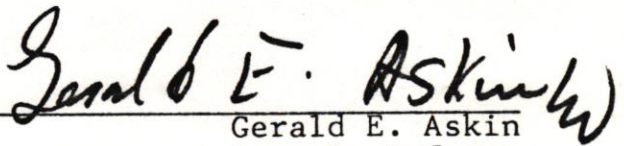
COMMENTS

The non-monetary determination of the Claims Examiner that the claimant was discharged for gross misconduct connected with the work within the meaning of Section 6(b) of the Maryland Unemployment Insurance Law is not supported by the testimony and the evidence. Under the Law, the term gross misconduct shall include conduct of an employee which is a deliberate and willful disregard of standards of behavior, which his employer has the right to expect, showing gross indifference to the employer's interest or a series of repeated violations of employment rules proving that the employee has regularly and wantonly disregarded his obligations. The Appeals Referee finds no conduct on the part of the claimant that would fall within this definition and it is for this reason the determination of the Claims Examiner must be reversed.

DECISION

The unemployment of the claimant was due to a non-disqualifying reason within the meaning of Section 6(b) of the Maryland Unemployment Insurance Law. He is entitled to benefits from the week beginning May 10, 1981, if he is otherwise eligible under the Law.

The determination of the Claims Examiner is reversed.


Gerald E. Askin
Appeals Referee

Date of hearing: 7/23/81
amp/8438
(Neuman)
8233
Copies mailed to:

Claimant
Employer
Unemployment insurance - Pimlico