



DEPARTMENT OF HUMAN RESOURCES

EMPLOYMENT SECURITY ADMINISTRATION
1100 North Eutaw Street
Baltimore, Maryland 21201
Telephone: 383-5032

BOARD OF APPEALS
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—DECISION—

	DECISION NO.:	719-BR-83
	DATE:	June 15, 1983
CLAIMANT: James Chabot	APPEAL NO.:	20103
	S.S.NO.:	
EMPLOYER: Wolmendorf, Inc.	L.O. NO.:	3
	APPELLANT:	REMAND FROM COURT REOPENED CASE CLAIMANT APPEAL
ISSUE	Whether the Claimant was discharged for gross misconduct connected with the work within the meaning of §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 CIRCUIT 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

July 15, 1983

— APPEARANCE —

FOR THE CLAIMANT:

FOR THE EMPLOYER:

EVIDENCE CONSIDERED

The Board of Appeals has considered all of the evidence presented, including the testimony offered at the hearing. The Board has also considered all of the documentary evidence introduced into this case, as well as the Employment Insurance Security Administration's documents in the appeal file.

FINDINGS OF FACT

The Claimant actually worked for Wolmendorf, Inc. until June 19, 1981. He left that employment in order to work for another employer during a strike called by the union of which he was a member. He worked for the second employer for a few days, then quit in order to participate in the strike against Wolmendorf. He had never officially terminated his employment with Wolmendorf, prior to working for the second employer.

On July 6, 1981, the Claimant was fired by Wolmendorf for an incident which occurred on June 25, 1981. On that date, the Claimant together with three others, participated in concerted action designed to damage the tires of a truck owned by F & L, his second employer. This action succeeded in puncturing three tires of the truck owned by F & L.

F & L was a subcontractor working closely with Wolmendorf. The Claimant was aware that F & L was working closely with Wolmendorf; this was the reason for the Claimant's action against F & L.

CONCLUSIONS OF LAW

This case is properly considered under §6(b) of the Law because the Claimant was discharged for his conduct, even though there is some question of the Claimant's exact relationship with Wolmendorf between June 19, 1981 and July 6, 1981.

The act for which the Claimant was discharged was a deliberate and willful disregard of standards of behavior which the employer has a right to expect, showing a gross disregard to his employer's interests. This is gross misconduct within the meaning of §6(b) of the Law. The act was "connected with" the Claimant's work for Wolmendorf because it was a deliberate interference with a subcontractor doing business with Wolmendorf precisely designed to harm the interests of Wolmendorf as well as F & L.

DECISION

The Claimant was discharged for gross misconduct connected with the work within the meaning of §6(b) of the Maryland Unemployment insurance Law. He is disqualified from receiving benefits from the week beginning July 5, 1981, and until he becomes re-employed, earns at least ten times his weekly benefit amount (\$1,200.00), and thereafter becomes unemployed through no fault of his own.

The decision of the Appeals Referee dated November 6, 1981, is affirmed.

Thomas W. Keech

Chairman

Hazel A. Womeldorf

Associate Member

K:W
gm

COPIES MAILED TO:

CLAIMANT

EMPLOYER

Robert Reinhart, Esquire

Robert Kazary, Esquire

Womeldorf, Inc.

UNEMPLOYMENT INSURANCE - CUMBERLAND