

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.: 743-BR-88
Date: August 23, 1988
Claimant: Patricia Chambers
Appeal No.: 8804071
S. S. No.:
Employer: Buffalo Tank Corp. of Delaware
L O. No.: 22
Appellant: CLAIMANT

Issue: 001 Avenue
Baltimore, MD 21220

Whether the claimant left work voluntarily, without good cause, within the meaning of Section 6(a) of the law; 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 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.

September 22, 1988

THE PERIOD FOR FILING AN APPEAL EXPIRES AT MIDNIGHT ON

— APPEARANCES —

FOR THE CLIAMANT:

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 facts as found by the Hearing Examiner in the first three paragraphs of his decision.

The Board finds as additional facts that the claimant originally attempted to resign her position, predominantly in frustration with the fact that she could not perform her duties with the reduced level of employees present and with the resultant disorganization. The claimant wrote a letter of resignation that would be effective on February 12, 1988.

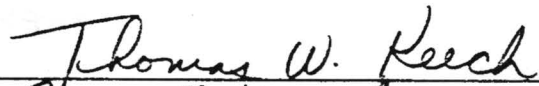
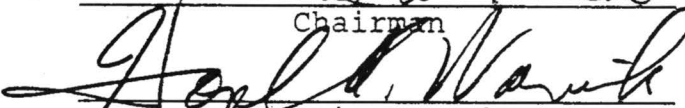
Following the claimant's submission of the letter of resignation, however, the company repeatedly asked the claimant to continue her employment. Representations were made to the claimant that the company was attempting to reorganize and straighten out the office. The claimant then agreed to stay on indefinitely and continued to work through February 12 and until March 18, 1988. On the latter date, the claimant was told by the company that it was accepting her resignation.

The Board concludes that the claimant was laid off and did not resign her employment. The claimant, at the company's request, clearly engaged in a course of action that indicated that her resignation was rescinded. She worked approximately five weeks past the last date given in her resignation and indicated to the company that she intended to continue to work indefinitely. This decision on the claimant's part was made at the specific request of the company. The claimant thus rescinded her resignation, and her failure to physically retrieve her letter cannot be used by the company at this point to change her layoff into a resignation.

DECISION

The claimant was discharged, but not for misconduct within the meaning of Section 6(b) or 6(c) of the Maryland Unemployment Insurance Law. She did not voluntarily quit within the meaning of Section 6(a) of the Maryland Unemployment Insurance Law. No disqualification is imposed based upon her reason for separation from Buffalo Tank Corporation of Delaware.

The decision of the Hearing Examiner is reversed.


Chairman

Associate Member

COPIES MAILED TO:

CLAIMANT

EMPLOYER

Frances Gambo, Esq.

1007 York Road, Suite 200
Cockeville, TN 37430

UNEMPLOYMENT INSURANCE - BEL AIR

STATE OF MARYLAND
APPEALS DIVISION
1100 NORTH EUTAW STREET
BALTIMORE, MARYLAND 21201
(301) 383-5048

STATE OF MARYLAND
William Donald Schafer
Governor

— DECISION —

Claimant: Patricia E. Chambers
Date Mailed: 5/27/88
Appeal No.: 8804071
S.S. No.:
Employer: Buffalo Tank Corp of Delaware
LO. NO.: 22
Appellant: Claimant
3000 ... Avenue
Baltimore, Maryland 21215

Issue:

Whether the unemployment of the claimant was due to leaving work voluntarily, without good cause, within the meaning of Section 6(a) 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 6/13/88

NOTICE: 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:

FOR THE EMPLOYER:

Claimant-Present
Frances Gambo, Esquire

Submitted
Information

FINDINGS OF FACT

The claimant has a benefit year effective March 20, 1988. Her weekly benefit amount is \$195. The claimant was employed at the Buffalo Tank Corporation of Delaware on August 29, 1986. She performed duties as an Assistant Administrator and computer in the Accounts Payable Department at \$32,000 per year at the time of her separation on March 18, 1988.

The testimony reveals that the claimant originally became employed with Bethlehem Steel. She was hired by Bethlehem Steel October 8, 1976, 1976 and on May 1, 1986 she accepted a transfer to

Buffalo Tank which was a division of Bethlehem Steel at that time. Bethlehem Steel sold Buffalo Tank on August 29, 1986 and she became an employee of that corporation from that time on.

Buffalo Tank experienced financial losses and as a result there were layoffs and two of her associates were laid off on January 29, 1988.

The claimant became frustrated and feeling that she would be laid off, she tendered her letter of resignation in spite of counseling by the employer that she wait until she had another job lined up.

The claimant was not given a definite date of a layoff nor was she told that she herself would be laid off. The claimant worked during her two weeks' notice period and at the request from her employer she worked past her two weeks' notice. On March 20, 1988, the employer honored the resignation of the claimant and her employment was terminated.

The claimant became employed with the American Bank Statement as a Cost Accounting Clerk at the pay rate of \$28,000 on March 30, 1988, she remains in that job at the present time.

CONCLUSIONS OF LAW

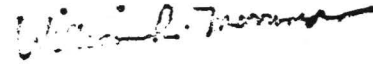
It is concluded from the testimony that the precipitating cause of the claimant's separation from the employment was her resignation. While it is true that the employer asked her to continue on and she accepted these terms, it is the claimant's initial letter of resignation that started the whole action. It is further concluded that the claimant was premature in her letter of resignation and since she did not have definite layoff date or even a definite notice that she would be laid off, it is therefore, concluded that the claimant did not do all that she could in order to retain her employment. Therefore, the determination of the Claims Examiner will be affirmed.

DECISION

The unemployment of the claimant was due to leaving work voluntarily, without good cause, within the meaning of Section 6(a) of the Maryland Unemployment Insurance Law. Benefits are denied from the week beginning March 13, 1988 and until such time that she again becomes employed and earns at least ten times her

weekly benefit amount (\$1,950) and thereafter becomes unemployed through no fault of her own.

The determination of the Claims Examiner is affirmed.



William R. Merriman
Hearing Examiner

Date of hearing: 5/9/88

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(2554)-Bowers

Copies mailed on 5/27/88 to:

Claimant

Employer

Unemployment Insurance - Bel Air - MABS

Frances C. Gambo

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