

 **Maryland**  
Department of Economic &  
Employment Development

*William Donald Schaefer, Governor*  
*J. Randall Evans, Secretary*

*Board of Appeals*  
*1100 North Eutaw Street*  
*Baltimore, Maryland 21201*  
*Telephone: (301) 333-5032*

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

**— DECISION —**

	Decision No.:	958 -BH-89
	Date:	November 2, 1989
Claimant: John Nims	Appeal No.:	8808121
	S. S. No.:	
Employer: Bay Fence Company, Inc.	L O. No.:	33
	Appellant:	CLAIMANT

Issue: Whether the claimant was discharged for gross misconduct or misconduct, connected with his work, within the meaning of Section 6(b) or 6(c) of the law.

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**—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 ON December 2, 1989

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**— APPEARANCES —**

FOR THE CLAIMANT:

John Nims, Claimant

FOR THE EMPLOYER:

Stanley Bloom, Pres.  
Judy Bloom, Business  
Manager

## EVALUATION OF EVIDENCE

The Board of Appeals has considered all of the evidence presented, including the testimony offered at the hearings. The Board has also considered all of the documentary evidence introduced in this case, as well as the Department of Economic and Employment Development's documents in the appeal file.

## FINDINGS OF FACT

The claimant was employed by the Bay Fence Company from January, 1987 to October 21, 1987. The claimant's employment was terminated when he was discharged by his employer.

The claimant was discharged for numerous reasons:

- (1) Lateness: The claimant was scheduled to work from 7:00 a.m. until 5:00 p.m. On numerous occasions he was late reporting for work and would also leave early without authorization.
- (2) Missed appointments: On at least three instances the claimant missed scheduled appointments relative to his job. The dates of these missed appointments were July 22, August 5 and October 20, 1987.
- (3) Failure to follow standard operating procedures: In one instance the claimant failed to obtain a signed contract relative to a job. This resulted in a cost to the company of approximately \$1,400. In another instance, the claimant undersold a job. The job should have been sold for \$12.50 per foot; instead the claimant sold the job for \$9.75 per foot.
- (4) Unauthorized vacation: The claimant took four vacation days which he did not have permission to take.

The claimant was given verbal warnings by his employer regarding his work habits.

## CONCLUSIONS OF LAW

Based upon the findings of fact in this case, the Board of Appeals concludes that the claimant was terminated from his employment for gross misconduct. Gross misconduct as defined in Section 6(b) of the Maryland Unemployment Law means conduct that is a deliberate and willful disregard of standards of behavior which an employer has a right to expect, showing a gross indifference to the employer's interest, or a series of repeated violations of employment rules, proving that the employee has wantonly disregarded his obligations.

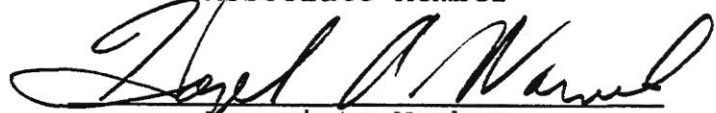
The claimant's continued practice of arriving late and leaving early, combined with his failure to follow proper business operating procedures and his taking of an unauthorized vacation, are sufficient to sustain a finding of gross misconduct as defined in Section 6(b).

DECISION

The claimant was discharged for gross misconduct in connection with the work within the meaning of Section 6(b) of the Maryland Unemployment Insurance Law. He is disqualified from receiving benefits from the week beginning October 18, 1987 and until the claimant becomes re-employed, earns at least ten times his weekly benefit amount, and thereafter becomes unemployed through no fault of his own.

The decision of the Hearing Examiner is affirmed.

  
Associate Member

  
Associate Member

  
Chairman

DW:W:K

kbm

Date of Hearing: September 19, 1989

COPIES MAILED TO:

CLAIMANT

EMPLOYER

UNEMPLOYMENT INSURANCE - PRINCE FREDERICK

# 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.:	323 -BR-89	
	Date:	April 26, 1989	
Claimant:	John Nims	Appeal No.:	8808121
	S. S. No.:		
Employer:	Bay Fence Company, Inc.	L.O. No.:	33
	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 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.

May 26, 1989

THE PERIOD FOR FILING AN APPEAL EXPIRES AT MIDNIGHT ON

**— APPEARANCES —**

FOR THE CLAIMANT:

FOR THE EMPLOYER:

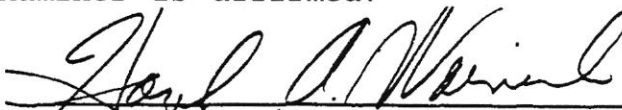
REVIEW ON THE RECORD

Upon review of the record in this case, the Board of Appeals adopts the facts and reasoning contained in the decision of the Hearing Examiner.

DECISION

The claimant was discharged for gross misconduct, connected with his work, within the meaning of Section 6(b) of the Maryland Unemployment Insurance Law. He is disqualified from receiving benefits from the week beginning October 18, 1987 and until he becomes re-employed, earns at least ten times his weekly benefit amount, and thereafter becomes unemployed through no fault of his own.

The decision of the Hearing Examiner is affirmed.

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

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

W:W

kbm

COPIES MAILED TO:

CLAIMANT

EMPLOYER

UNEMPLOYMENT INSURANCE - PRINCE FREDERICK

STATE OF MARYLAND  
APPEALS DIVISION  
1100 NORTH EUTAW STREET  
BALTIMORE, MARYLAND 21201  
(301) 383-5040

STATE OF MARYLAND  
William Donald Schaefer  
Governor

Date: Mailed September 15, 1988

Claimant: John D. Nims

Appeal No: 8808121

S.S. No.:

Employer: Bay Fence Company, Inc.

L.O. No.: 33

Appellant: Employer

Issue: Whether the Claimant was discharged for gross misconduct connected with his work within the meaning of Section 6(b) of the Law. Whether the Claimant was discharged for misconduct connected with his work within the meaning of Section 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 OFFICE 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 September 30, 1988  
NOTICE: APPEALS FILED BY MAIL, INCLUDING SELF-METERED MAIL, ARE CONSIDERED FILED ON THE DATE OF THE U.S. POSTAL SERVICE POSTMARK.

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**-- APPEARANCES --**

FOR THE CLAIMANT:

Present

FOR THE EMPLOYER:

Stanley Bloom, Owner;  
Judy Bloom,  
Office Manager

FINDINGS OF FACT

The Claimant had been employed by the Bay Fence Company from January 1987 to October 21, 1987. The Claimant was employed as a salesperson. The Claimant earned \$600 a week.

The Claimant was discharged from employment at the Bay Fence Company, Incorporated because of lateness, leaving work early, failing to appear for appointments, obtaining an account with a

customer without getting a written contract, failing to quote the correct price to a customer, and taking a vacation without proper authorization. The Claimant failed to appear for a scheduled appointment on July 22, 1987, at the John Harmes Company, located in Pasadena, Maryland. The Claimant failed to show for a scheduled appointment on August 5, 1987, at the Maryland Health Center. The Claimant failed to appear at a scheduled appointment at F. O. D. on October 20, 1987; the Claimant was to appear at a construction site, located at 1-270 in Gaithersburg, Maryland.

The Claimant was scheduled to work from 7 am until 5 pm. However, on numerous occasions the Claimant was late reporting for work. Also, the Claimant would leave work early without getting proper authorization. The Claimant was late turning in a bid for the account for the Anne Arundel County Parks. Moreover, in April 1987, the Claimant handled an account with Ryan, Incorporated in the amount of \$1,400; however, the Claimant failed to obtain a written contract in regards to the \$1,400 account. Bay Fence Company, Incorporated lost \$1,400 with the account of Ryan, Incorporated, because the Claimant failed to obtain a written contract. Also, in March 1987, the Claimant quoted an account to Hunt Meadows, Incorporated of \$9.75 per foot; however, the correct cost for the account should have been \$12.50 per foot. In September 1987, the Claimant took four days of vacation without proper authorization. The Claimant was given at least ten verbal warnings for tardiness, failing to appear for scheduled appointments, and not bidding on work in a timely fashion.

#### CONCLUSIONS OF LAW

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

The Claimant's conduct of taking a vacation in September 1987 without getting proper authorization, the Claimant failing to properly quote the price of an account in March 1987, the Claimant failing to obtain a written contract from Ryan, Incorporated in April 1987, the Claimant failing to bid on the account of Anne Arundel County Parks in a timely fashion, the Claimant failing to report for scheduled appointments, and the Claimant's lateness and leaving work early without authorization, after given at least ten verbal warnings, amounts to gross misconduct in connection with the work within the meaning of Section 6(b) of the Law. In the account of Ryan, Incorporated, where the Claimant failed to secure a written contract, Bay Fence Company, Incorporated lost \$1,400 in the deal. The determination of the Claims Examiner will be reversed.

#### DECISION

The Claimant was discharged for gross misconduct in connection with the work within the meaning of Section 6(b) of the Maryland Unemployment Insurance Law. Benefits are denied for the week

beginning October 18, 1987 and until the Claimant becomes re-employed and earns at least ten times his weekly benefit amount.

The determination of the Claims Examiner is reversed.

  
Marvin I. Pazornick  
Hearing Examiner

Date of Hearing: August 24, 1988

Cassette: 6256B

Specialist ID: 33600

Copies Flailed on September 15, 1988 to:

Claimant

Employer

Unemployment Insurance - Prince Frederick (MABS)