



Maryland

Department of Economic & Employment Development

William Donald Schaefer, Governor
J. Randall Evans, Secretary

Board of Appeals
1100 North Eutaw Street
Baltimore, Maryland 21201
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Board of Appeals
Thomas W. Keech, Chairman
Hazel A. Warnick, Associate Member
Donna P. Watts, Associate Member

— DECISION —

	Decision No.:	23-BR-90	
	Date:	January 11, 1990	
Claimant:	Kristina Gasior	Appeal No.:	8913108
		S. S. No.:	
Employer:	Joseph A. Bank Mfg. Co. ATTN: Joseph Timmins Dir. of Human Resources	L. O. No.:	40
		Appellant:	EMPLOYER
Issue:	Whether the claimant left work voluntarily, without good cause, within the meaning of Section 6(a) 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.

THE PERIOD FOR FILING AN APPEAL EXPIRES AT MIDNIGHT ON

February 10, 1990

— APPEARANCES —

FOR THE CLAIMANT:

FOR THE EMPLOYER:

REVIEW ON THE RECORD

Upon review of the record in this case, the Board of Appeals modifies the decision of the Hearing Examiner and concludes that the claimant had neither good cause nor valid circumstances for quitting her job with Joseph A. Bank, within the meaning of Section 6(a) of the law.

The claimant was granted maternity leave, effective June 30, 1989 until September 5, 1989. Under the employer's written leave policy, "an employee's position will be held open as long as practical" but there is no guarantee of the same position upon expiration of the leave. Further, that policy states that the employer "will make every reasonable effort to find a suitable position and, if possible, one of like and pay," when the employee is ready to return to work.

Prior to the expiration of her leave, the claimant was informed that, due to internal reorganization, her former position would no longer be available to her upon her return to work. She was offered a different job, which entailed different responsibilities, but at the same rate of pay and location as the prior job. The claimant believed that this job (data entry and shipping work) was a step down from her former job as a special order clerk and would result in lower raises in the future. Therefore, she refused that job.

On September 8, 1989, while the claimant was officially considered on vacation, the claimant was offered another position as a receptionist at a different location in Baltimore, also at the same pay rate. The claimant refused this job because the job was even a further step down and she did not believe that the location was a safe area to work.

The employer had no other openings to offer, and the claimant never returned to work.

The claimant's refusal to return to work after the expiration of her leave is a voluntary quit within the meaning of Section 6(a). See, e.g., Razpopov v. First National Bank, 844-BH-81. Unlike the Hearing Examiner, who classified the second offer under Section 6(d) of the law (refusal of an offer of suitable work), the Board concludes that the claimant's refusal of both jobs should be considered in deciding whether she had good cause or valid circumstances for quitting, since both occurred prior to her termination from employment.

Both offers were reasonable and suitable under the circumstances. The claimant knew or should have known, upon the taking of her leave, that there was no guarantee that the employer could hold open her former job.¹ Since the jobs

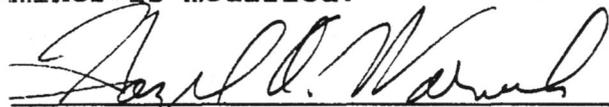
¹The Board also does not find credible the claimant's assertion that she was promised a raise upon her return from leave, although a raise may have been discussed with her supervisor.

offered were at the same rate of pay, at locations easily within the claimant's reach, and entailed duties the claimant was fully capable of doing, her refusal to return was without good cause or valid circumstances within the meaning of Section 6(a).

DECISION

The claimant left work voluntarily, without good cause or valid circumstances, within the meaning of Section 6(a) of the Maryland Unemployment Insurance Law. She is disqualified from receiving benefits from the week beginning September 3, 1989 and until she becomes re-employed, earns at least ten times her weekly benefit amount (\$1,990) and thereafter becomes unemployed through no fault of her own.

The decision of the Hearing Examiner is modified.


Associate Member


Chairman

HW:K

kbm

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CLAIMANT

EMPLOYER

UNEMPLOYMENT INSURANCE - EASTPOINT

 **Maryland**
Department of Economic &
Employment Development

William Donald Schaefer, Governor
J. Randall Evans, Secretary

William R. Merriman, Chief Hearing Examiner
Louis Wm. Steinwedel, Deputy Hearing Examiner

1100 North Eutaw Street
Baltimore, Maryland 21201

Telephone: 333-5040

— DECISION —

Mailed: November 20, 1989

Claimant: Kristina H. Gasior

Date: 8913108

Appeal No.:

S. S. No.:

Employer: Jos. A Bank Manufacturing Company

40

I. O. No.:

Claimant

Appellant

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 OF FURTHER APPEAL —

ANY INTERESTED PARTY TO THIS DECISION MAY REQUEST A FURTHER APPEAL AND SUCH APPEAL MAY BE FILED IN ANY OFFICE OF THE DEPARTMENT OF ECONOMIC AND EMPLOYMENT DEVELOPMENT, OR WITH THE APPEALS DIVISION, ROOM 515, 1100 NORTH EUTAW STREET, BALTIMORE, MARYLAND 21201, EITHER IN PERSON OR BY MAIL

December 5, 1989

THE PERIOD FOR FILING A FURTHER APPEAL EXPIRES AT MIDNIGHT ON

— APPEARANCES —

FOR THE CLAIMANT:

FOR THE EMPLOYER:

Kristina H. Gasior - Claimant

Joe Timmins,
Director of Human
Resources
Scott Treadwell
Human Resources
Assistant/ Observer

FINDINGS OF FACT

The claimant been employed by Jos. A. Bank Manufacturing Company located in Hampstead, Maryland from April 9, 1984 to June 30, 1989 as a special order clerk earning \$7.38 per hour. The claimant has been employed one and a half years a a special order clerk. The claimant's duties as a special order clerk invalid processing orders for the store and for catalog orders.

The claimant went on maternity leave from June 30, 1989 to September 5, 1989.

On approximately August 15, 1989, the claimant was offerd a position with the Jos. A. Bank Manufacturing Company as a payroll clerk earning \$7.38 per hour. The claimant's duties as a payroll clerk were to do shipping, piece goods, tickets, payroll duties, etc. The claimant refused to accept the position offered by Jos. A. Banking Manufacturing Company as a payroll clerk because she was previously employed in that position and had been informed by her supervisor before she went on maternity leave that upon her return from maternity leave that the claimant would be given a pay raise. On August 15, 1989, the claimant was then informed by Jos. A. Manufacturing Company that she would be receiving a pay raise in the postion as a payroll clerk.

The claimant was offered a better position by the Jos. A. Manufacturing Company working at their North Avenue location in Baltimore, Maryland for a position as a receptionist. The claimant was offered a postion as a receptionist on September 8, 1989; the claimant refused the offer by Jos. A. Bank Manufacturing Company as a receptionist because the job would be a much lower position than the one she held as a special order clerk. The claimant has skills in manual payroll, incentive payroll, and piece work payroll. The claimant did not want to accept the position as a receptionist because the job duties would be of a much lower skill than the claimant would normally perform for the company.

CONCLUSIONS OF LAW

The claimant was advised that upon the her return from maternity leave of absence, she was to be transferred from position of a special order clerk to a position as a payroll clerk. The claimant was informed of position as a payroll clerk on August 15, 1989. The claimant refused to accept the position as a payroll clerk because the job duties were not as specialized and advanced as the position she held as the special order clerk. Also, the claimant had been promised by her supervisor prior to taking maternity leave of absence, that upon her return to work she was to receive an increase in her wages. The claimant's failing to accept the position as a payroll clerk at the

Jos. A. Bank Manufacturing Company constitutes a voluntarily quit, without good cause, within the meaning of Section 6(a) of the Law. Since the job duties were changed from her previous position as a special order clerk, it will be held that valid and serious circumstances are present to warrant less than a maximum penalty allowed by Law.

The job offered to the claimant by Jos A. Bank Manufacturing Company on September 8, 1989 as a receptionist at the North Avenue location does not constitute a suitable job offer to the claimant within the meaning of Section 6(d) of the Law.

DECISION

The unemployment of the claimant was due to voluntarily leaving work without good cause, within the meaning of Section 6(a) of the Maryland Unemployment Insurance Law. Benefits are denied for the week beginning September 3, 1989 and the four weeks immediately following.

The determination of the Claims Examiner is modified.

Marvin I. Pazornick
Marvin I. Pazornick
Hearing Examiner *rab*

Date of Hearing: November 16, 1989
rab/ Specialist ID: 40318
Cassette Number 9655A
Copies Mailed on November 20, 1989 to:
Claimant
Employer
Unemployment Insurance - Eastpoint (MABS)