



**DEPARTMENT OF EMPLOYMENT AND TRAINING**

STATE OF MARYLAND

HARRY HUGHES  
Governor

BOARD OF APPEALS  
1100 NORTH EUTAW STREET  
BALTIMORE, MARYLAND 21201  
383 - 5032

**—DECISION—**

THOMAS W KEECH  
Chairman

HAZEL A WARNICK  
MAURICE E DILL  
Associate Members

SEVERN E LANIER  
Appeals Counsel

**CLAIMANT:** David R. Knotts

**DECISION NO.:** 562-BH-84

**DATE:** June 13, 1984

**APPEAL NO.:** 00276

**S.S.NO.:** \_\_\_\_\_

**EMPLOYER:** Westinghouse

**LD. NO.:** 50

**APPELLANT:** CLAIMANT

**ISSUE** Whether the unemployment of the claimant was due to leaving work voluntarily, without good cause, within the meaning of §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, OR THE CIRCUIT COURT OF THE COUNTY IN MARYLAND IN WHICH YOU RESIDE.

THE PERIOD FOR FILING AN APPEAL EXPIRES AT MIDNIGHT July 13, 1984

**— APPEARANCE —**

**FOR THE CLAIMANT**

David R. Knotts - Claimant

**FOR THE EMPLOYER**

**EVIDENCE CONSIDERED**

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 into this case, as well as the Department of Employment and Training's documents in the appeal file.

The claimant testified that he quit his job because he wanted to return to Baltimore to be near his family, and because he thought he had an offer for a much higher paying job in Houston, Texas. But after he quit his job with Westinghouse, he discovered that the offer turned out to be fictitious.

#### FINDINGS OF FACT

The claimant was employed by Westinghouse Corporation for approximately 16 years. In October, 1982, he was laid off from a management position at the employer's Baltimore plant but was offered and accepted a professional position as a production planner and buyer at one of the employer's locations in Texas. Although this was not a management position, it was a professional position and was at the same rate of pay as his prior job in Baltimore.

The claimant worked at the Texas plant for approximately one year. Sometime prior to his resignation in October, 1983, the claimant, who was unhappy with his job and wished to return to Baltimore, met a man who claimed to be a manager for an engineering company in Houston, Texas run by his father, and he told the claimant that he was interested in hiring the claimant for the position of Personnel Director, at a salary of \$56,000, approximately \$20,000 more than what the claimant was earning at Westinghouse. Although the claimant met this man several times, none of these meetings ever occurred on the premises of the alleged business. The claimant was never given the opportunity to visit this business, although he was driven past a building which was pointed out as the offices of this company, and the claimant was never shown a written contract prior to the time he resigned his position with Westinghouse. In October of 1983, after the claimant had given his notice to Westinghouse, the claimant went to meet this man at a restaurant to sign a contract and then to finally visit the premises. The man never showed up, and the claimant later discovered that the company the man represented was totally fictitious.

The claimant then decided to return to Baltimore where his family resides, and seek employment there.

#### CONCLUSIONS OF LAW

The claimant quit his job with Westinghouse because he was unhappy working in Texas and wished to be near his family in Baltimore, and because he had received a bogus offer of work at a substantially higher rate of pay. This offer was for work in Texas, not Baltimore.

These reasons, taken individually or together, do not constitute either good cause or valid circumstances, within the meaning of §6(a) of the law.

First, quitting one's job to move to a location closer to one's family, while understandable, is a personal reason that is neither compelling nor necessitous. Section 6(a) specifically prohibits the leaving of one's job to accompany one's spouse from being either good cause or a valid circumstance; obviously, the same is true for other members of the family, unless the reason for quitting is due to a health problem of the family member. This is not the case here. The claimant had willingly moved to Texas and had worked there for a year before becoming personally dissatisfied with the location.

Second, although leaving for a better job may be good cause or valid circumstances, depending on the circumstances, none of the necessary factors are present here. See, e.g., Baywood v. RMR Corporation (408-BR-82), where the Board found that good cause may exist where the second job (1) paid substantially more money; (2) for the same type of work; and (3) was of equal or better stability than the first job.

The offer itself, even if it had been real, was for a job in a totally different field from what the claimant had been doing. There is no evidence that Westinghouse was paying the claimant less than the rate he could command in the labor market. Thus, it could not have been good cause pursuant to §6(a).

Further, the Board finds that the claimant should have investigated this "offer" more carefully, before he quit his job with Westinghouse. The Board has concluded in prior cases that the stability of the new job is an important factor in determining whether valid circumstances exist for quitting the old job. Even accepting the claimant's testimony that he sincerely believed he had a bona fide job offer, the Board finds that here the claimant had never visited the actual place where he was supposed to work and had never seen or signed a written contract. He had direct contact with only one person, who was not even referred to him or introduced to him by a reliable source, and he had only spoken to the alleged owner of the company on the phone. Considering the nature and salary of the job offered, the Board concludes that the claimant should have done more to make sure that the offer was real before resigning with Westinghouse. Since the claimant did not make reasonable efforts to assure that the job even existed, the fact that the new job had no stability at all was the result of a risk the claimant chose to take.

The Board further notes that the alleged offer was for a job in Texas and not Baltimore; therefore, it is impossible to consider the claimant's two reasons for quitting his job together, since the two reasons are contradictory.

The Board sympathizes with the claimant's present financial predicament, but it is required under the law to deny benefits in this case.

DECISION

The unemployment of the claimant was due to leaving work voluntarily, without good cause, within the meaning of §6(a) of the Maryland Unemployment Insurance Law. He is disqualified from receiving unemployment benefits from the week beginning October 9, 1983, and until he becomes re-employed, earns at least ten times his weekly benefit amount (\$1,600) and thereafter becomes unemployed through no fault of his own.

The decision of the Appeals Referee is affirmed.

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

  
\_\_\_\_\_  
Chairman

W:K

CONCURRING OPINION

Although I disagree with some of the reasoning, I agree with the result.

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

D

kbm

Date of Hearing: May 8, 1984

COPIES MAILED TO:

CLAIMANT

EMPLOYER

UNEMPLOYMENT INSURANCE - EASTPOINT



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

STATE OF MARYLAND  
 HARRY HUGHES  
 Governor  
 KALMAN R. HETTLEMAN  
 Secretary

BOARD OF APPEALS  
 THOMAS W. KEECH  
 Chairman  
 MAURICE E. DILL  
 HAZEL A. WARNICK  
 Associate Members  
 SEVERN E. LANIER  
 Appeals Counsel  
 MARK R. WOLF  
 Administrative  
 Hearings Examiner

— DECISION —

CLAIMANT: David B. Knotts  
 EMPLOYER: Westinghouse  
 DATE: Feb. 14, 1984  
 APPEAL NO.: 00276  
 S. S. NO.:  
 L. O. NO.: 40  
 APPELLANT: Claimant

ISSUE: Whether the claimant's unemployment 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 February 29, 1984

— APPEARANCES —

FOR THE CLAIMANT: David B. Knotts - Claimant  
 FOR THE EMPLOYER: Not Represented

FINDINGS OF FACT

The claimant was employed by Westinghouse for sixteen years and five months as a production planner and buyer earning \$3,100.00 a month until his last day of work, October 15, 1983. The claimant was offered another position with another company, so the claimant quit his employment with Westinghouse. However, there was no other company, and the claimant was tricked. The claimant also wanted to come to Baltimore, where his daughter is so that he could see her.

As of the time of the hearing, the claimant was unemployed.

CONCLUSIONS OF LAW

The quitting of the employment to take other employment, even though it does not exist, is not attributable to the employer or the employment, and therefore, not good cause, within the meaning of the Maryland Unemployment Insurance Law. Therefore, the determination of the Claims Examiner will be affirmed.

There appearing no valid, compelling circumstances for the claimant to quit his employment, only the maximum disqualification may be imposed.

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. He is disqualified from receiving benefits from the week beginning October 9, 1983 and until he becomes re-employed, earns at least ten times his weekly benefit amount (\$1,600.00) and thereafter becomes unemployed through no fault of his own.

The determination of the Claims Examiner is affirmed.



John G. Hennegan  
Appeals Referee

Date of hearing: 1/30/84  
amp/0023  
(Self)  
10097

Copies mailed to:

Claimant  
Employer  
Unemployment insurance - Eastpoint