

 **Maryland**
Department of Economic &
Employment Development

William Donald Schaefer
Governor
Mark L. Wasserman
Secretary

Board of Appeals
1100 North Eutaw Street
Baltimore, Maryland 21201

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Thomas W. Keech, Chairman
Hazel A. Warnick, Associate Member
Donna P. Watts, Associate Member

- DECISION -

	Decision No.:	1089-BR-93	
	Date:	June 18, 1993	
Claimant:	Leonard R. Delucca	Appeal No.:	9304035
		S.S. No.:	
Employer:	Frontier Systems of America	L.O.No.:	23
		Appellant:	CLAIMANT

Issue: Whether the claimant left work voluntarily, without good cause, within the meaning of Section 8-1001 of the Labor and Employment Article.

- NOTICE OF RIGHT OF APPEAL TO COURT -

You may file an appeal from this decision in the Circuit Court for Baltimore City or one of the Circuit Courts in a county in Maryland. The court rules about how to appeal can be found in many public libraries, in the *Annotated Code of Maryland, Maryland Rules*, Volume 2, B rules.

The period for filing an appeal expires

July 18, 1993

- APPEARANCES -

FOR THE CLAIMANT:

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 findings of fact of the Hearing Examiner. Based on those same findings, however, the Board reaches different conclusions of law.

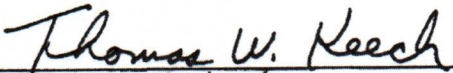
The claimant resigned because the employer did not honor the verbal agreement made with the claimant at the time the claimant was hired. According to the verbal agreement, the claimant would be given a raise of \$100 per week beginning 90 days after his first day of work.

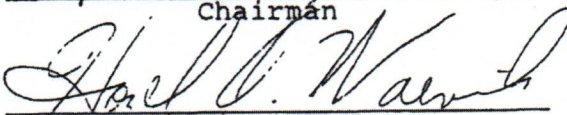
The fact that the agreement was verbal does not make it any less binding, for purposes of Unemployment Insurance Law. This is not a case of a vague promise of a raise in the indefinite future. Where a specific promise of a specific raise at a specific time in the future is made, this promise must be considered to be one of the conditions of the employment. The failure to fulfill that promise, therefore, is a substantial detrimental change in the conditions of employment. This amounts to good cause within the meaning of §8-1001 of the Labor and Employment Article.

DECISION

The claimant voluntarily quit, but for good cause, within the meaning of Section 8-1001 of the Labor and Employment Article. No disqualification is imposed based upon the claimant's separation from employment with Frontier Systems of America.

The decision of the Hearing Examiner is affirmed.



Chairman


Associate Member

K:H
kmb
COPIES MAILED TO:

CLAIMANT

EMPLOYER

UNEMPLOYMENT INSURANCE - COLUMBIA



Maryland

Department of Economic & Employment Development

William Donald Schaefer, Governor
Mark W. Wasserman, Secretary

Gary W. Wiedel, Administrator
Louis Wm. Steinwedel, Chief Hearing Examiner

Room 511
1100 North Eutaw Street
Baltimore, Maryland 21201

— D E C I S I O N —

		Date Mailed:	03/19/93
Claimant:	Leonard R. Delucca	Appeal No.:	9304035
		S. S. No.:	
Employer:	Frontier Systems of America	L.O. No.:	023
		Appellant:	CLAIMANT

Issue: Whether the claimant left work voluntarily, without good cause, within the meaning of MD Code, Labor and Employment Article, Title 8, Section 1001.

— 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 OFFICE OF THE DEPARTMENT OF ECONOMIC AND EMPLOYMENT DEVELOPMENT, OR WITH THE BOARD OF APPEALS, ROOM 515, 1100 NORTH EUTAW STREET, BALTIMORE, MARYLAND 21201, EITHER IN PERSON OR BY MAIL

THE PERIOD FOR FILING A PETITION FOR REVIEW EXPIRES ON **April 5, 1993**
 NOTE: APPEALS FILED BY MAIL INCLUDING SELF-METERED MAIL ARE CONSIDERED FILED ON THE DATE OF THE U.S. POSTAL SERVICE POSTMARK

— A P P E A R A N C E S —

FOR THE CLAIMANT:

FOR THE EMPLOYER:

Leonard R. Delucca - Present

Gilbert South,
 President

FINDINGS OF FACT

The claimant worked for the employer from August 15, 1992 through January 24, 1993 as a chef and made \$500. per week.

The claimant was under a verbal understanding that he was to be given a \$100 raise after three months on the job. However, when the claimant approached the employer for the raise, he was told he could be granted the \$100 raise in January, 1993. After the claimant reviewed his personal financial situation at home, the claimant felt he needed more money in order to meet his financial obligations and, felt compelled to terminate his employment and look elsewhere for work.

CONCLUSIONS OF LAW

The Maryland Code, Labor and Employment Article, Title 8, Section 1001 (c) provides that an individual shall be disqualified from benefits where his unemployment is voluntarily, without good cause arising from or connected with the conditions of employment or actions of the employer. The facts established in the instant case do not demonstrate such good cause under the Law. However, Title 8, Section 1001 (c) provides that a reduced disqualification may be imposed where the separation is precipitated by (1) a substantial cause connected with the conditions of employment or (2) another cause of such a necessitous or compelling nature that the claimant had no reasonable alternative but to leave the employment. The facts in this case demonstrate such valid circumstances, and therefore, a reduced disqualification is appropriate.

In the instant case, the claimant was hired at \$500. per week in August, 1992 and was told he would be given a \$100 raise after three months on the job. However, this agreement was verbal and when the employer was approached, the claimant was told he would be given a raise in January, 1993 but the claimant felt that this was not enough of an increase to meet his financial burden and had to quit his position and look for a job elsewhere in order to meet his financial undertakings at this time. The claimant has not met his burden to prove that his termination of employment was for just cause.

DECISION

It is held that the unemployment of the claimant was due to leaving work voluntarily, without good cause but with valid circumstances within the meaning of the Maryland Unemployment Insurance Law, Title 8, Section 1001. He is disqualified for the week beginning January 24, 1993 and for the nine weeks immediately following.

3-9304035

The decision of the Claims Examiner is affirmed.

Robert A. Breschi
Robert A. Breschi
Hearing Examiner

Date of Hearing: March 12, 1993
cld/Specialist ID: 23881
(Cassette Attached to File)
SEQ 01

Copies mailed on March 19, 1993 to:

Claimant
Employer
Unemployment Insurance - Columbia (MABS)