



DEPARTMENT OF EMPLOYMENT AND TRAINING

STATE OF MARYLAND
HARRY HUGHES
Governor

BOARD OF APPEALS
1100 NORTH EUTAW STREET
BALTIMORE, MARYLAND 21201

(301) 383-5032

BOARD OF APPEALS

THOMAS W. KEECH
Chairman

HAZEL A. WARNICK
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Associate Members

SEVERN E. LANIER
Appeals Counsel

MARK R. WOLF
Chief Hearing Examiner

— DECISION —

	Decision No.:	183-BR-86
	Date:	March 27, 1986
Claimant:	Appeal No.:	8513383
	S. S. No.:	
Employer:	L.O. No.:	40
Direct Housekeeping ATTN: Josephine Kellman President	Appellant:	CLAIMANT
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, OR THE CIRCUIT COURT OF THE COUNTY IN MARYLAND IN WHICH YOU RESIDE.

THE PERIOD FOR FILING AN APPEAL EXPIRES AT MIDNIGHT ON April 26, 1986

— 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 claimant was employed by Direct Housekeeping in Baltimore, Maryland from December 16, 1983 through October 7, 1985. She was a cleaning person, earning \$3.75 per hour. For the first two years of her employment, the claimant was assigned to work in a building which was approximately across the street from where she lived. She worked the 8:00 a.m. to 3:30 p.m. shift.

Financial difficulties forced the employer to end the claimant's employment on this shift in this building. The employer informed the claimant that the only work available was on the night shift at a different location. The claimant accepted this transfer.

The transfer required that the claimant work the night shift, ending after midnight. The employer's van then picked up the employees, including the claimant, and dropped them off at a location at Preston and Milton Street at 1:00 a.m. The claimant was then obliged to walk to the closest bus stop and catch the No. 13 bus. She was then required to transfer to the No. 10 bus.

The No. 13 bus, which the claimant had to catch at 1:30 a.m., was the last bus that went by that particular stop that night. The claimant worked that shift on approximately two nights. On one night, the claimant, on account of work circumstances, missed the 1:30 a.m. bus and did not arrive back home until 5:00 a.m. On the other night, the claimant apparently made the bus. The record does not show at what time she arrived home. The claimant quit on the third night.

CONCLUSIONS OF LAW

The Board has ruled in the past that an employer's modification of its longstanding practice of accommodating a claimant's schedule does not amount to good cause, but that it can be a substantial cause relating to the conditions of employment and may justify the imposition of less than the maximum penalty. Lysher v. Schmidt Bakery Company, Inc. (112-BR-84). In this case, the employer did have a longstanding practice of accommodating the employee's schedule.

In addition, and perhaps more importantly, this transfer to a different shift required the claimant, at the minimum, to return home by walking to a bus and taking two separate buses through the city in the middle of the night. In addition, there appeared to be a reasonable probability that the claimant would occasionally be stranded in the city virtually all night without transportation.

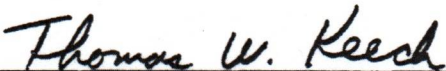
Although transportation is the responsibility of the employee, the Board concludes that the unusually severe transportation problems imposed upon the claimant by her employer's shifting of her schedule and work place was a substantial cause, connected with the conditions of employment. This is a valid circumstance within the meaning of Section 6(a) of the law and justifies the imposition of less than the maximum penalty.

DECISION

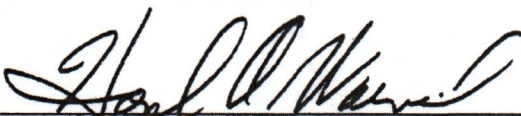
The claimant voluntarily left her job without good cause within the meaning of Section 6(a) of the Maryland Unemployment Insurance Law. She is disqualified from receiving benefits for the week beginning October 6, 1985 and the six weeks immediately following.

The decision of the Hearing Examiner is modified.

This denial of unemployment insurance benefits for a specified number of weeks will also result in ineligibility for Extended Benefits and Federal Supplemental Compensation (FSC), unless the claimant has been employed after the date of the disqualification.



Chairman



Associate Member

K:W
kbm

COPIES MAILED TO:

CLAIMANT

EMPLOYER

Gwen B. Tromley, Esq.

UNEMPLOYMENT INSURANCE - EASTPOINT



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MARK R. WOLF
Chief Hearing Examiner

DECISION

Claimant: Denna D. Johnson

Date Mailed: 1/7/86

Appeal No.: 8513383

S. S. No.:

Employer: Direct Housekeeping

L.O. No.: 40

Appellant: Claimant

Issue: Whether the claimant left 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 January 22, 1986

APPEARANCES

FOR THE CLAIMANT:

Claimant-Present
Gwen B. Tromley,
Legal Aid Bureau, Inc.

FOR THE EMPLOYER:

Josephine Kellman-
President

FINDINGS OF FACT

The claimant has a benefit year effective December 9, 1984. Her weekly benefit amount is \$71. The claimant was employed by Direct Housekeeping of Baltimore, Maryland on December 16, 1983. She was performing duties as a Cleaning Person at \$3.75 per hour at the time of her separation on October 7, 1985.

The testimony reveals that when the claimant took the job, she was living in the O'Donnell Heights and the employer had a contract in the O'Donnell Heights area for cleaning. The claimant simply had to leave her own building and go across the street to work.

Because of financial setbacks, the employer no longer had day work and on September 30, 1985, the claimant was asked if she would work night shift as that was the only shift available.

The employer usually did not hire a female on the night shift, but since the claimant wanted work and this was the only work available, she was assigned to the night shift.

The claimant worked the night shift only three nights, on September 30, October 1 and October 2. On October 2, the claimant left in the middle of her shift at approximately 9 p.m.

The employees were taken to the place of work by a van and this van was to return to Preston Street at the end of the shift. There is some indication that the van had to be returned, but not all the employees. However, the claimant went back to the Preston Street location with the van and then had difficulty getting bus transportation in the early morning hours. On one occasion she was too late to catch any buses and had to walk home, leaving work at 2 a.m. and not arriving home until 5 a.m.

The week before, the claimant had indicated to her employer that she may be quitting for another job. The claimant had only talked to the employer one time about transportation and that was on the last night of her employment. In addition, the claimant admitted that she did not go back to her employer indicating that she had a problem with night work, nor did she ever ask her employer to return her to the day work.

Since the claimant was having difficulty in getting home and did not have her own transportation, she left her employment. She has remained unemployed from October 7, 1985 to the present.

CONCLUSIONS OF LAW

It is concluded from the testimony that the claimant voluntarily accepted the night shift. It is further concluded that the claimant did not look into the transportation problem before she accepted the night shift. Transportation is the sole responsibility of the employer and the employer's only responsibility was to give the claimant the hours of work available. It is, therefore, concluded that the claimant left her employment because of transportation problems and there is no valid circumstance in this case to warrant the imposition of less than the maximum disqualification imposed by Law. The determination of the Claims Examiner is affirmed.

DECISION

The unemployment of the claimant was due to voluntarily leaving her employment, without good cause, within the meaning of Section

6(a) of the Maryland Unemployment Insurance Law. She is disqualified from receiving benefits for the week beginning October 6, 1985 and until such time as she becomes re-employed and earns ten times her weekly benefit amount (\$710) and thereafter becomes unemployed through no fault of her own. The determination of the Claims Examiner under Section 6(a) of the Law is affirmed.

William R. Merriman

William R. Merriman
HEARINGS EXAMINER

Date of hearing: 12/19/85

Cassette: 9359

nf (A. Gilliam)

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Claimant
Employer
Unemployment Insurance-Eastpoint

Gwen B. Tromley