



STATE OF MARYLAND  
HARRY HUGHES  
Governor

DEPARTMENT OF EMPLOYMENT AND TRAINING

BOARD OF APPEALS  
1100 NORTH EUTAW STREET  
BALTIMORE, MARYLAND 21201

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BOARD OF APPEALS  
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MARK R. WOLF  
Chief Hearing Examiner

— DECISION —

Decision No.: 154 -BH-86  
Date: March 19, 1986  
Appeal No.: 8510226  
S. S. No.:  
Claimant: Rose A. Rockstroh  
Employer: Brocato's Restaurant  
ATTN: Joseph Brocato, Owner  
L.O. No.: 40  
Appellant: EMPLOYER

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 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.

April 18, 1986

THE PERIOD FOR FILING AN APPEAL EXPIRES AT MIDNIGHT ON

— APPEARANCES —

FOR THE CLAIMANT:

Rose Rockstroh, Claimant

FOR THE EMPLOYER:

Joseph Brocato,  
Owner

#### 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 Employment and Training's documents in the appeal file.

#### FINDINGS OF FACT

The claimant was employed by Brocato's Restaurant for approximately two weeks. Her last day of work was August 3, 1985.

The claimant had previously worked for one day as a temporary waitress for that establishment. During that time and shortly thereafter, the claimant had several conversations not only with the owner of Brocato's but with two or more of his relatives concerning her re-employment there.

The claimant was employed as a waitress at the Fisherman's Wharf Restaurant. She was contacted by the employer and offered a job as manager of Brocato's restaurant. The job offer was not conditioned upon successful completion of any type of period of probation, but the claimant was expected to work as a waitress and hostess for two weeks in order to orient herself to the management procedures.

At the end of the two-week period, the claimant was told that she would not be manager but that she could continue as a waitress. The claimant then quit the employment because she had been hired as a manager.

#### CONCLUSIONS OF LAW

The Findings of Fact above are based upon the evidence found most credible by the Board. The Board credits the claimant's testimony that she would not have left her job as a waitress at Fisherman's Wharf without a guarantee of the management job at Brocato's Restaurant. The owner's argument that no restaurant would be run this way (that is, with a manager being hired prior to the employer being familiar with her and her work patterns) is rejected. The Board has found that the restaurant was functioning in this manner. Even if the claimant had based her reliance on statements made by other relatives of the owner connected with the management of the restaurant, such reliance was reasonable.

The Board has repeatedly ruled that a substantial change in working conditions to the detriment of an employee can constitute good cause for voluntarily leaving a job within the meaning of Section 6(a) of the law. Jones v. Nu Dy Per Baby Services (138-BR-84); Williams v. Greenwood Towing (441-BR-81); Dopkowski v. Poco's Inc. (265-BR-82). The claimant's demotion from her guaranteed position as manager to that of a waitress was clearly a substantial change in the employment which was detrimental to her. For this reason, the Board will find that she voluntarily left her employment but with good cause within the meaning of Section 6(a).

DECISION

The claimant left her employment voluntarily, but for good cause, within the meaning of Section 6(a) of the Maryland Unemployment Insurance Law. No disqualification is imposed based upon her separation from employment with Brocato's Restaurant. The claimant may contact the local office concerning the other eligibility requirements of the law.

The decision of the Hearing Examiner is affirmed.

Thomas W. Keck  
Chairman

Maurice E. Hill

Raymond A. Marshall  
Associate Member

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Associate Member

K:W:D

kbm

Date of Hearing: January 7, 1986

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CLAIMANT

EMPLOYER

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