TR&C

Pennsylvania Unemployment Compensation Newsletter

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# SHARED-WORK PROGRAM

In the spring of this year, the "Shared-Work Program" became available to Pennsylvania employers. The program is an alternative to layoffs that may be used when the work available to employees decreases. Instead of laying off some employees, the employer has the option of temporarily reducing the work hours of a group of employees. All employees share the available work by working reduced hours and collecting a portion of their unemployment compensation benefits. As noted on the Department of Labor & Industry's website, the potential benefits to the employer include:

1) Keeping its skilled, trained employees;
2) Reducing future hiring and costly retraining;
3) Avoiding disruption in the business operations; and
4) Maintaining a productive workforce by avoiding the insecurities characteristic of most layoffs.

There are some requirements that must be met before a Shared-Work plan will receive the stamp of approval. For example, an employer must certify that the plan is in lieu of layoffs that would involve at least 10% of the employees in the affected "unit" and would result in an equivalent reduction in work hours. The "unit" can be a department, shift or other organizational unit, but must have at least 2 participating employees without taking into consideration corporate officers. Further, those employees must have been employed in the department, shift or unit for at least 3 months immediately preceding the date the plan is submitted to the Department for approval.

The employees' hours must be reduced by at least 20% and no more than 40%. All employees participating in the plan must be treated equally, with the same percentage of hours reduced. To be eligible for benefits under the plan, the participating employee must be available for his or her normal weekly work schedule with the employer. The employee can work for another employer during the time his or her hours are reduced, but that employment could adversely impact the amount of the employee's benefits. The receipt of holiday, sick or vacation pay may also reduce or eliminate the benefits payable.

If the employees are covered by a collective bargaining agreement, a signed consent form from the collective bargaining representative must accompany the application for approval of the plan.

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A Shared-Work plan can last up to 52 weeks; however, an employer may only use the Shared-Work program a maximum of 104 weeks out of a 156-week period. The employer is responsible for distributing the initial UC application forms and, once completed, mailing the completed forms to the department. In addition, the employer is required to submit claims on behalf of the employees on a biweekly basis. Keep in mind that, in addition to the additional paperwork, the benefits received by the participating employees are charged to the "Shared-Work employer."

If such a program seems right for you, the first step is to complete a Pennsylvania UC Shared-Work Plan Application, which is available on the department's website: www.uc.pa.gov. Applications may also be obtained by writing to the Office of UC Benefits, Attn: Shared-Work, 651 Boas Street, Room 605, Harrisburg, PA 17121. The application must include the name, Social Security number, normal work hours per week and proposed reduction of hours for each employee. If the plan is approved, you will be notified in writing. It will be effective the Sunday after the plan is approved.

Both employers and employees can obtain more information about Shared-Work by calling 877-785-1531 and selecting the appropriate employer or claimant prompt. Additional information is also available at www.dli.state.pa.us. There are benefits and detriments to such a plan, but in times of economic turmoil, such a plan may bear some investigation.

# APPELLATE CASE LAW REVIEW

### "FOLLOW THE SPOUSE" DOCTRINE RE-VISITED

In the case of Pennsylvania Gaming Control Board v. UCBR, No. 927 C.D. 2011, Filed May 23, 2012, the Commonwealth Court addressed when *a newly married claimant* may have cause of a necessitous and compelling nature to quit her employment to join a spouse already residing in a distant location. The Court noted that, although the claimant was not required to establish that her spouse's relocation prior to their marriage was beyond her control, she was still required to establish that her own relocation to Louisiana following her marriage was for necessitous and compelling reasons and not merely due to personal preference. In finding the claimant eligible for benefits, the Court relied upon the evidence establishing that an "insurmountable commuting distance" existed, the couple "could not afford to maintain two residences," and that claimant's spouse "was relocated by the United States Coast Guard to Louisiana where he was currently stationed and had purchased a residence." The Court distinguished the facts of this case from the facts in Schechter v. UCBR, 491 A.2d 938 (Pa.Cmwlth. 1985). In Schechter, the claimant lived in Pennsylvania while her husband lived in Virginia. After 2 years of successfully commuting and maintaining two residences, the claimant quit her job in Pennsylvania to be with her husband. The Court denied benefits in that case inasmuch as the claimant's decision to move to Virginia appeared to be based on the personal preference of raising her child with her husband.

### WHEN IS "HEARSAY EVIDENCE" ADMISSIBLE?

It has long been held that, in unemployment compensation proceedings, hearsay evidence admitted without objection will be given its natural probative effect and may support a finding of the Unemployment Compensation Board of Review as long as it is corroborated by other competent evidence in the record. This holding was announced in the case of Walker v. UCBR, 367 A.2d 366 (Pa.Cmwlth. 1976). The Commonwealth Court recently re-visited the Walker holding in the case of Bell Beverage v. UCBR, No. 1857 C.D. 2011, Filed July 26, 2012. In that case, the employer sought to introduce testimony regarding a telephone conversation he had with a private investigator, as well as a copy of a letter received from the investigator, which supported his conten-

tion that the claimant had engaged in willful misconduct. The claimant was not present at the hearing and, as such, the testimony and the letter were not objected to on the basis of hearsay. The Court determined that the substance of the employer's conversation with the investigator was admissible as an exception to the hearsay rule. The observations conveyed by the investigator over the telephone to the employer were reliable because they were contemporaneously made as the event was unfolding. Further, because claimant was not present at the hearing and did not object to the investigator's letter, and because employer's testimony about the telephone call corroborated the letter, the letter was properly admitted and should have been considered by the Board.

**"I DIDN'T RECEIVE NOTICE OF THE TIME AND PLACE OF THE UC HEARING"**

Is this a sufficient reason to reopen a hearing so as to allow a party to submit additional evidence? The Commonwealth Court addressed this issue in the case of Volk v. UCBR, No. 576 C.D. 2011, Filed July 26, 2012. In that case, the claimant appealed the UC Service Center's determination that he was ineligible for benefits. A hearing was then held before a Referee, but the claimant failed to appear. The Referee also found claimant to be ineligible and found that the hearing notice was mailed to the claimant. Claimant filed a timely appeal to the Board, asserting that he failed to attend the hearing because he was not notified of time and place of the hearing. The Board affirmed the Referee's decision and denied claimant's request to reopen the hearing, noting that there is a presumption that the notice is received. The burden then shifts to the addressee to prove this presumption wrong and that the mail was not received. The Board found claimant's assertion that he did not receive the notice to be insufficient to overcome the presumption of receipt. The Commonwealth Court reversed, stating that: "While the Board has some discretion in deciding whether to grant a request for a remand hearing,...the Board has not applied consistent standards for the exercise of that discretion. Sometimes the Board requires specific explanations about why notice was not received and other times it does not. The lack of consistent standards in these matters is troubling, particularly where the refusal to remand prevents the party against whom the presumption of receipt is being asserted from having the opportunity to present evidence to satisfy its burden of rebutting that presumption…this effectively transforms the presumption into an irrebutable presumption, a result not favored under the principles of due process." The Court also noted that this does not mean, however, that a hearing will be reopened for no reason or for reasons which are legally insufficient to establish a valid reason for non-appearance at a hearing, such as: "I overslept."

**DISABILITY ALLOWANCE IS NOT NECESSARILY A RETIREMENT PENSION AND THUS DEDUCTIBLE UNDER §404(d)(2) OF THE UC LAW**

In 1993, James Earhart was hired by the Port Authority of Allegheny County as a bus driver. In April of 2008, he was rendered medically incapable of driving a bus. As such, he requested a disability allowance through his employer's plan. In January 2010, his application for disability benefits was approved. The Port Authority argued that the claimant's disability allowance was deductible under §404(d)(2) of the Law as a disability retirement pension. That section provides: "...for any week with respect to which an individual is receiving a *pension, including a governmental or other pension, retirement or retired pay, annuity or any other similar periodic payment, under a plan maintained or contributed to by a base period or chargeable employer*, the weekly benefit amount payable to such individual for such week shall be reduced, but not below zero, by the pro-rated weekly amount of the pension…" The UC Board of Review disagreed. Although the claimant is receiving a disability allowance under a plan administered by the employer, there is nothing in the Disability Allowance Plan that required claimant to retire in order to receive the benefit. In fact, the provisions of the plan suggest that an individual receiving a disability allowance remains an employee, albeit an inactive one. For example, he or she must report any earnings "outside the employer" to the employer and their allowance may be reduced. The employee may return to work if the disability ends, and the employee retains his seniority. Moreover, an employee receiving a disability allowance is not considered retired until age 70. Because there is no evidence that the benefits received by the claimant are "based on retirement," the benefits are not deductible under the UC Law. The Commonwealth Court affirmed the Board's decision in Port Authority of Allegheny County v. UCBR, No. 1206 C.D. 2011, Filed July 27, 2012.

**"CONTEXT" IS EVERYTHING!**

Neil Brown worked as a Battery Machine Operator, responsible for maintaining the batteries in inventory

at employer's warehouse where 605 people worked. After labeling damaged batteries with signs reading "Do Not Use," Brown discovered that someone had removed the signs and attempted to charge the batteries before being repaired. Brown then placed hand written notes on the battery that read: "To the moron who can't read do not use this" and "Not charging you moron." Brown was fired. His application for UC benefits was denied because his conduct violated the Employment Guide, which provides that "threatening, intimidating or coercing fellow employees" may result "in disciplinary action up to and including termination of employment." The UCBR found that Brown's conduct violated employer's policy as well as the standards of conduct every employer has the right to expect of an employee. In its decision found at Brown v. UCBR, No. 1619 C.D. 2011, Filed August 9, 2012, the Commonwealth Court noted that an employee's use of abusive, vulgar or offensive language can constitute willful misconduct, even if the employer has not adopted a specific work rule prohibiting such language. However, the context in which the profanity or other proscribed language is used must be considered. Here, Brown's use of the word "moron" on the battery sign was not a "threat" in violation of the Employment Guide. The sign was not directed to a particular co-worker. The sign was rude, but did not convey an intention to inflict harm on a person or his property. Further, the use of the word "moron:" is not far outside the bounds for what words might be spoken in a large and busy warehouse. Brown's use of the word was simply provoked by the dangerous negligence of some unknown co-worker who attempted to charge an inoperable battery. As such, the Court concluded that Brown did not commit willful misconduct. The denial of benefits was reversed.

## CLAIMANT MUST ESTABLISH SEPARATION FROM EMPLOYMENT

Suzette Watkins, a special education teacher, was diagnosed with Trigeminal Neuralgia (TN) caused by nerve deterioration in her face. The TN caused her to experience a range of pain from mild twitches to intense pain. After being out of work on a medical leave of absence, she returned to work in March of 2010 with accommodations. She was subsequently out of work on a leave of absence beginning in January of 2011. She returned to work in March 2011, but requested accommodations under the ADA excusing her from full administrative tasks. Her employer told her that she could not return to work until she provided employer with a doctor's note stating that she was capable of performing all essential duties of her job. She then gave employer a medical report stating that she was able to perform her job functions, but that she "may need accommodations including assistance from co-workers in complex administrative tasks , reduction in hours or change in assignment." The employer was not satisfied and the claimant was not permitted to return to work for the 2011-2012 school year. She filed a claim for UC benefits, which was denied by the Referee, who concluded that the claimant was on unpaid leave and that work was available to the claimant under the March 2010 accommodations. The Referee's determination was approved by the Board. Claimant appealed to the Commonwealth Court, which affirmed the UCBR's decision, but on other grounds. First, the Court noted that because the claimant requested accommodations enabling her to return to work, she did not have a conscious intention to leave her employment. Further, employer did not fire claimant but merely required additional medical documentation. The evidence suggested that claimant could still return to work as soon as she provided employer with a doctor's note satisfying employer's request. Moreover, however, the claimant was on unpaid leave. An unpaid leave, where continuing work is still available, is not synonymous to a termination from employment. For a complete copy of the Court's opinion in which it found that claimant failed to meet her burden of proving that there was any separation from employment at all, please see Watkins v. UCBR, No. 14 C.D. 2012, Filed August 17, 2012.

## FURLOUGHED TEACHER MAY NOT BE "UNEMPLOYED" DURING THE SUMMER MONTHS

It has long been held that a furloughed teacher is not unemployed during the summer months if remuneration is payable to him or her for those months. See e.g., Partridge v. UCBR, 430 A.2d 735 (Pa.Cmwlth. 1981). The Commonwealth Court recently revisited this issue in the case of Gusky v. UCBR, No. 2346 C.D. 2012, Filed August 30, 2012. Ms. Gusky's employment as a teacher was terminated on June 8, 2011. Because her contract provided that she was to be paid over a 12-month period of September 1, 2010 through August 31, 2011, she received her final paycheck on August 19, 2011. She sought UC benefits, however, beginning June 8, 2011, arguing that her situation differed from the claimant in Partridge inasmuch as she did not elect to receive a lump sum payment at the end of June rather than wages

throughout the summer months. The Court upheld the denial of benefits stating: "If this Court were to hold that the claimant was eligible for the weeks in the summer that she actually received remuneration, we would be permitting a claimant to arrange his or her salary schedule so that they could receive benefits to which they would not otherwise be entitled. Such a result would be completely inequitable."

## IS AN E-MAIL ALL IN CAPITAL LETTERS NECESSARILY A "THREAT"?

Joseph Aversa worked in sales as a territory manager for U.S. Food Services. As such, he was assigned a specific geographic region and compensated on a commission basis. In January 2011, his employer removed a customer account from him and assigned it to Jim Mowery, another territory manager, because the employer believed that Aversa had acted improperly to build an account in Mowery's region. Aversa then sent Mowery an email which read: "Hey Jim, you set me up pretty good...I WON'T FORGET IT." Aversa was then discharged for violating the employer's workplace violence prevention policy which was not limited to physical violence in the workplace but also included threats, intimidation and harassment. The Referee found that Aversa's email was clearly hostile and intimidating in violation of employer's policy. As such, the Referee concluded that Aversa committed willful misconduct, rendering him ineligible for benefits. Aversa appealed and the UCBR affirmed. The Commonwealth Court, however, disagreed. A "threat" is a communication that conveys an intent to inflict harm or loss on another or on another's property. Aversa's email did not threaten Mowery. Simply capitalizing "I won't forget it" does not convey a threat. The words in the email convey 2 points: Aversa noted Mowery's betrayal and informed Mowery that he was not going to forget it. Neither constitutes a threat. At most, the email conveys that Aversa is angry and holds a grudge - neither of which is forbidden by employer's policy. In sum, the Court held that by objective standards, the email did not convey an intentional threat or a wanton and deliberate violation of employer's workplace violence policy. Thus, the decision of the UCBR was reversed. See Aversa v. UCBR, No. 1744 C.D. 2011, Filed September 13, 2012.

## "REMOTENESS DOCTRINE" REVISTED

It has long been true that UC benefits cannot be denied on the basis of willful misconduct where the misconduct is temporally remote from the ultimate dismissal. However, recently, the Commonwealth Court stated: *"[W]here there is an unexplained substantial delay between the claimant's misconduct and the employer's act to terminate the claimant, the remoteness doctrine will preclude an employer from seeking a denial of benefits based on allegations of willful misconduct. However, where the record establishes an explanation for the delay such as the lengthy nature of the employer's administrative review process, and there is no action on the part of the employer indicating that it condoned the claimant's conduct, the remoteness doctrine does not apply to preclude a denial of benefits."* For a complete copy of the Court's opinion, and an example of an acceptable delay, see Umedman v. UCBR, No. 277 C.D. 2012, Filed September 13, 2012.

## "INDEPENDENT CONTRACTOR" DEFINED ONCE AGAIN

Generally, there is a presumption that an individual receiving wages is an employee and not an independent contractor engaged in self-employment. However, an employer can overcome this presumption by establishing that a claimant is self-employed by proving that he is an independent contractor under §4 (*l*)(2)(B) of the UC Law which provides:

> "Services performed by an individual for wages shall be deemed to be employment subject to this act, unless and until it is shown to the satisfaction of the department that - - (a) such individual has been and will continue to be free from control or direction over the performance of such services both under his contract of service and in fact; and (b) as to such services such individual is customarily engaged in an independently established trade, occupation, profession or business."

Both elements must be satisfied before a claimant will be deemed self-employed and thus ineligible for benefits. For a detailed analysis, please see the Commonwealth Court's opinion in the case of Pasour v. UCBR, No. 522 C.D. 2012, Filed October 3, 2012.

## WILLFUL MISCONDUCT: EMPLOYER HAS THE BURDEN OF PROVING A VIOLATION OF ITS WORK RULE

"Willful misconduct" has been defined as: (1) a wanton and willful disregard of the employer's interests; (2) a deliberate violation of the employer's rules; (3) a disregard of the standards of behavior that an employer rightfully can expect from its employees; or (4) negligence that manifests culpability, wrongful

intent or evil design, or an intentional and substantial disregard of the employer's interests or the employee's duties and obligations. The employer has the burden of proofing that it discharged an employee for willful misconduct. In the case of Adams v. UCBR, No. 251 C.D. 2012, Filed October 22, 2012, Adams was "arrested" by the Penn Township Police. He was not forcibly handcuffed or physically taken into custody. He was required to appear before a magistrate, was fingerprinted and agreed to the terms of an Accelerated Rehabilitation Disposition (ARD) program available to first-time offenders. Adams did not inform his employer of the incident. Nevertheless, his employer became aware of the arrest through a third party and immediately discharged Adams. The UC Service Center and UCBR denied Adams benefits inasmuch as he had violated his employer's work rule. On appeal to the Commonwealth Court, Adams argued that the incident did not constitute an "arrest" and, therefore, he had no duty to report the criminal charges under his employer's policy. The Court agreed noting that the employer's policy specifically requires claimant to notify employer of "any arrests or convictions," not charges. The Court refused to interpret the policy to include a requirement that is not there. Thus, because employer failed to prove that Adams' conduct constituted an arrest or conviction, employer failed to prove that Adams deliberately violated the work rule. The order rendering Adams ineligible for UC benefits was reversed.

## CLAIMANT'S *HISTORY* OF ABSENCES AND TARDINESS MAY CONSTITUTE WILLFUL MISCONDUCT DESPITE JUSTIFIED FINAL ABSENCE

In Runkle v. UCBR, 521 A.2d 530 (Pa.Cmwlth. 1987), the Court found that "even where an employer proves a pattern of excessive absenteeism as the cause for the claimant's discharge, the claimant will nevertheless be eligible for benefits if the final absence was justified." Given the opinion in Runkle, the Referee and the UCBR felt compelled to deem Andrew Terrell eligible for benefits. Mr. Terrell had a pattern of habitual unexcused tardiness and absences, including 19 instances in a 7 month period. He requested time off from March 14, 2011 until March 21, 2011 to get married in Mexico. On March 21, 2011 his flight from Mexico was overbooked such that he could not return to work on March 22, 2011 as scheduled. Instead, he returned to work on March 23, 2011, at which time he was discharged because of his history of attendance and tardy arrivals. The Commonwealth Court distinguished Mr. Terrell's case from the facts in the Runkle case. Unlike the claimant's attendance history in Runkle, only 3 of Terrell's 19 absences were related to health conditions. Further, Terrell did not present any medical documentation to support those absences as did the claimant in Runkle. In Runkle the Court looked not only at the last absence, which was justified, but at the claimant's other absences, many of which were also justified. The same could not be said of Mr. Terrell. When asked to explain his ongoing tardiness and absences, Terrell demonstrated a decidedly cavalier attitude toward his employer's reasonable expectation that he appear at work on time. As such, the Court concluded that the employer met its burden of establishing Terrell's willful misconduct and benefits were denied. To read the Court's complete opinion, please see: Grand Sport Auto Body v. UCBR, No. 2009 C.D. 2011, Filed October 24, 2012.

## REASONABLE CARE MUST BE EXERCISED WHEN APPEALING UC SERVICE CENTER DETERMINATION

Section 501(e) of the UC Law provides:

> Unless the claimant or last employer...files an appeal with the board, from the determination contained in any notice required to be furnished by the department...**within fifteen calendar days** after such notice was delivered to him personally, or was mailed to his last known post office address, and applies for a hearing, such determination of the department, with respect to the particular facts set forth in such notice, shall be final and compensation shall be paid or denied in accordance therewith.

An appeal *nunc pro tunc* (now for then) may be permitted when a delay in filing the appeal is caused by extraordinary circumstances involving fraud, administrative breakdown or non-negligent conduct, either by a third party or by the appellant. In the case of Lopresti v. UCBR, No. 862 C.D. 2012, Filed October 31, 2012, the claimant's counsel faxed a timely appeal to the UC Center. The fax machine received a "no answer" response. No further attempt to fax or file the appeal was made until well after the appeal period had expired. The referee dismissed the appeal as untimely. The claimant appealed, asserting that the UC Center intentionally shut down its fax machine, thereby engaging in "manifestly wrongful or negligent conduct." The Commonwealth Court was not persuaded. When the claimant's counsel received a "no answer" response, another fax should

have been sent or the appeal completed using an alternative method within the time for filing an appeal. Reasonable care must be exercised to ensure that an appeal is timely filed.

## CLAIMANT MAY NOT RELY ON SECTION 204(b) OF THE WORKERS' COMPENSATION ACT TO ESTABLISH AN ALTERNATE BASE YEAR FOR UNEMPLOYMENT COMPENSATION PURPOSES WHERE THE ALLEGED WORK INJURY IS NOT ESTABLISHED

Leo Bosch filed a claim for workers' compensation benefits alleging that he suffered a work-related injury on February 22, 2010. He submitted evidence in support of his claim but, on March 15, 2011, prior to receiving a decision from the Workers' Compensation Judge, the parties entered into a Compromise and Release Agreement (C&R). The C&R specifically stated that the employer did not recognize any liability for Bosch's injury. The C&R further provided that approval of the agreement by the WCJ would render all pending petitions moot, including the claim petition. Thereafter, on August 21, 2011, Bosch filed an application for unemployment compensation on the base year of April 10, 2010 through March 31, 2011, the date of the C&R. The local service center, the Referee and the UCBR all determined he was ineligible for benefits because he did not report sufficient wages in that base year to qualify. Moreover, Bosch was not entitled to rely on §204(b) of the WC Act and elect to use an alternate base year because his injury was not determined to be compensable. Bosch appealed to the Commonwealth Court. The Court noted that §204(b) provides:

> For the exclusive purpose of determining eligibility for compensation under the [UC Law], any employe who does not meet the monetary and credit week requirements under §401(a) of that act due to a work-related injury *compensable under this act* may elect to have his base year consist of the four complete calendar quarters immediately preceding the date of the work-related injury.

Here, Bosch settled his WC claim without establishing that he suffered an injury compensable under the WC Act. He failed to show an injury for which he *is entitled* to WC benefits. Accordingly, the denial of UC benefits was affirmed. For a complete discussion of the issue, please see the Court's decision at Bosch v. UCBR, No. 639 C.D. 2012, Filed November 7, 2012.

## TRADE ADJUSTMENT ASSISTANCE PROGRAM

Section 326 of the Trade Act provides that the Secretary of the US Department of Labor may approve and pay for training for a work if he/she determines that: (1) there is no suitable employment available for the worker; (2) the worker would benefit from appropriate training; (3) there is a reasonable expectation of employment following completion of the training; (4) the training approved by the Secretary is available to the worker from either governmental agencies or private sources; (5) the worker is qualified to undertake and complete the training; and (6) the training is suitable for the worker and available at a reasonable cost. Gary Hyde was enrolled in a nursing program at the University of Pittsburgh, which was approved under the Trade Adjustment Assistance (TAA) program. Because he was failing the nursing program, he requested a transfer to a computer program at the same school. His request was denied. The regulation prescribed by the Secretary provide that "no individual shall be entitled to more than one training program under a single certification." As such, the Commonwealth Court affirmed the UCBR's denial of Hyde's request to amend his TAA training program. See Hyde v. UCBR, No. 2494 C.D. 2011, Filed November 8, 2012.

## FULL-TIME STUDENT EMPLOYED AS PART-TIME LECTURER INELIGIBLE FOR UC BENEFITS

Section 4(l)(4)(10)(B) of the UC Law provides that employment shall not include: "Service performed in the employ of a school, college or university if such service is performed (i) by a student who is enrolled and is regularly attending classes at such school, college or university…" Douglas Miller was employed as a part-time lecturer by Penn State University (PSU) at the Altoona campus while he was enrolled as a full-time student working on his dissertation, from August 23, 2010 through May 5, 2011, at PSU-University Park. On July 31, 2011, Miller filed an application for unemployment compensation benefits based on his earnings from April 1, 2010 through March 31, 2011. The local service center determined that Miller was financially ineligible for benefits inasmuch as the wages he earned while a part-time lecturer must be excluded when calculating his unemployment benefits. The UCBR and the Commonwealth Court agreed. The Court's complete analysis may be found at Miller v. UCBR, No. 751 C.D. 2012, filed November 13, 2012.

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ATTENTION READERS, the editors of Thomson, Rhodes & Cowie Pennsylvania Unemployment Compensation Newsletter invite you to submit questions you may have dealing with unemployment compensation issues. The editors will compile questions received and periodically provide answers to recurrent issues. Submission of a question is no guarantee that an answer will be provided, but we will make every effort to answer as many questions as possible. Of course, for specific legal advice the reader should seek counsel from a qualified unemployment compensation attorney.

Send questions to: Margaret M. Hock, Esquire, Thomson, Rhodes & Cowie, P.C., 1010 Two Chatham Center, Pittsburgh, PA 15219.