

Maryland

DEPARTMENT OF ECONOMIC AND EMPLOYMENT DEVELOPMENT

1100 North Eutaw Street
Baltimore, Maryland 21201
(301) 333-5033



William Donald Schaefer, Governor
J. Randall Evans, Secretary

BOARD OF APPEALS

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

— DECISION —

	Decision No.:	385 -BR-89
	Date:	May 11, 1989
Claimant:	Appeal No.:	8901975
	S. S. No.:	
Employer:	L. O. No.:	9
	Appellant:	EMPLOYER
Issue:	Whether the claimant is eligible for benefits within the meaning of Section 4(f) 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, IF YOU RESIDE IN 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 June 10, 1989

— APPEARANCES —

FOR THE CLAIMANT:

FOR THE EMPLOYER:

REVIEW ON THE RECORD

Upon review of the record in this case, the Board of Appeals affirms the decision of the Hearing Examiner.

The claimant received, at the beginning of the summer vacation, a letter terminating her permanently from employment. Subsequently, during the summer, she received various invitations to apply for other jobs. Although she was qualified for these jobs, the invitations required her to undergo redundant extensive coursework and testing in order to be eligible to apply for the new position. The claimant was later sent additional letters reinstating her conditionally, but with inappropriate conditions attached. She was later sent a letter offering her a job for which she was not qualified. This offer was withdrawn on August 31. On that date, however, she was finally unconditionally offered a job for which she was qualified.

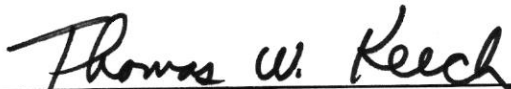
As the representative from the City of Baltimore acknowledged at the hearing, the personnel office sends "the same doggone letter to everybody; they put it in the computer; it might not pertain to you." This couldn't be more obvious from the instant case. No serious person could argue that this succession of erroneous, incorrect and inappropriate letters constitutes a "reasonable assurance" of returning to work.

Fortunately for the claimant, she did return to work, but the Board concludes that she had no reasonable assurance of doing so until the day she actually began teaching again.

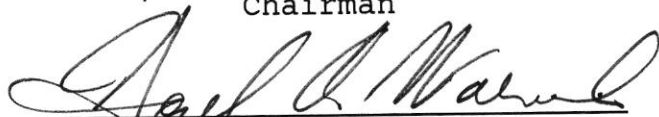
DECISION

The claimant had no reasonable assurance of continued employment from her separation date in June of 1988 until August 31, 1988, under Section 4(f) of the Maryland Unemployment Insurance Law. No disqualification from the receipt of benefits under Section 4(f) is appropriate between these dates.

The decision of the Hearing Examiner is affirmed.



Chairman



Associate Member

K:H

kmb

COPIES MAILED TO:
CLAIMANT

EMPLOYER

UNEMPLOYMENT INSURANCE - TOWSON