

 **Maryland**  
Department of Economic &  
Employment Development

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*Board of Appeals*  
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- D E C I S I O N -

|                              |                     |
|------------------------------|---------------------|
| Decision No.:                | 1368-BH-93          |
| Date:                        | August 6, 1993      |
| Claimant: Terence Green      | Appeal No.: 9304393 |
|                              | S.S. No.:           |
| Employer: CES Security, Inc. | L. O. No.: 45       |
|                              | Appellant: CLAIMANT |

Issue:  
Whether the claimant left work voluntarily, without good cause, within the meaning of §8-1001 of the Labor and Employment Article; whether the claimant refused an offer of available, suitable work, within the meaning of §8-1005 of the law.

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**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 September 5, 1993

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**- A P P E A R A N C E S -**

FOR THE CLAIMANT:

Terence Green - Claimant

FOR THE EMPLOYER:

Martha Young -  
Gibbens Company

## EVALUATION OF THE 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 Economic and Employment Development's documents in the appeal file.

## FINDINGS OF FACT

The claimant was a full-time receiving clerk at Westinghouse for 14 years, earning about \$28,000 per year at the time of his layoff on December 30, 1992.

Beginning about February of 1991, the claimant took occasional part-time work for this employer, CES Security, Inc., as a security guard. He would take assignments from time to time when work was available, primarily on weekends but sometimes after his regular work. His pay varied, depending on the job.

Just prior to the claimant's layoff from Westinghouse, he was notified that he would have to work a lot of overtime up until his last day of work. He was paid time-and-a-half rates for this overtime, which was required from sometime in November until December 30, 1992.

CES Security, Inc. called the claimant on November 23, 1992, offering him an assignment. The claimant accepted that assignment but informed this employer that he would no longer be able to accept assignments. CES Security, Inc. operates somewhat like a temporary agency, keeping people on the rolls virtually indefinitely, whether they accept assignments or not. After he applied for unemployment, he was offered an assignment doing security guard work sometime in January, but he refused.

The claimant has obtained full-time work.

## CONCLUSIONS OF LAW

The Board concludes that the claimant voluntarily quit his job at CEO Security, Inc. on November 23, 1992. It was at that point that he informed the employer that he was no longer going to perform services for them. This constitutes a voluntary quit, no matter how long the employer keeps the claimant on its rolls.

The quit, however, was for good cause within the meaning of §8-1001 of the Labor and Employment Article. The claimant quit because his part-time temporary job was interfering with the overtime requirements of his regular job. The claimant was being paid 150% of his regular hourly salary for working this overtime, and the overtime was required in any case by the employer. In the case of Pangborn v. Hannah's (473-BR-82), the Board ruled that quitting