Maryland

DEPARTMENT OF ECONOMIC AND EMPLOYMENT DEVELOPMENT

BOARD OF APPEALS

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William Donald Schaefer, Governor
J. Randall Evans, Secretary

Decision No.: 889-BR-87

Date: Dec. 18 , 1987

Claimant: Sanford Hiken

Appeal No.: 8708225

S. S. No.:

Employer: Milton Samuelson

L.O. No.: 1

Appellant: CLAIMANT

Issue: Whether the claimant was able to work, available for work and actively seeking work within the meaning of Section 4(c) 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 MAYBE 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 January 17 , 1988

— 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 Milton Samuelson from September of 1980 until August of 1982, at which point he quit his job. He was rehired in September of 1982 and continued in employment until October 11, 1986. On the latter date, he began another full-time job.

After the claimant took the other full-time job, he continued to work on Saturdays for Milton Samuelson. He earned $42.50 for each Saturday.

The claimant lost his full-time job and continued to work on Saturdays for this employer and to collect partial unemployment insurance benefits.

The employer became aware that the claimant was drawing partial unemployment benefits. On March 14, 1987, just as the store was about to close on the day before the employer went on a week's vacation, the claimant and the employer had a vague conversation concerning the claimant coming back to work for the employer for additional hours. A return to the claimant's exact former job was not even contemplated.

It was decided that the discussion would be continued in the following week, but it was not continued. The claimant believed that the employer did not really want him to work for him full time, but the employer believed that the claimant was not really interested in working for him full time. AS a result, neither party resumed the discussion when the employer returned from vacation.

CONCLUSIONS OF LAW

The Board concludes that the claimant did not refuse suitable work within the meaning of Section 6(d) of the law. The Board has repeatedly held that Section 6(d) of the law applies only to bona fide and definite offers of employment. Normally, such a specific and bona fide offer would include at least a definite salary or other method of payment and a definite starting date. Neither was present in this case.

Refusal to return to one's own job, when it is offered, would clearly be a reason for disqualification under Section 6(d) of the law. There must be evidence, however, that a specific job was offered. Adams, et. al. v. Cambridge Wire Cloth, 515 A.2d 492, 497 (1986).

Since there was no offer of a specific job, the claimant cannot be disqualified under Section 6(d) of the law for failure to accept it.