

 **Maryland**
Department of Economic &
Employment Development

William Donald Schaefer, Governor
J. Randall Evans, Secretary

Board of Appeals
1100 North Eutaw Street
Baltimore, Maryland 21201
Telephone: (301) 333-5032

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

— DECISION —

	Decision No.:	876-BR-89
	Date:	October 12, 1989
Claimant: Bonnie Geary	Appeal No.:	8909065
	S. S. No.:	
Employer: Board of Education of Balto. County	L.O. No.:	45
	Appellant:	AGENCY
Issue:	Whether the claimant had a contract or reasonable assurance of returning to work under Section 4(f)(4) 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.

November 11, 1989

THE PERIOD FOR FILING AN APPEAL EXPIRES AT MIDNIGHT ON

— 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 and concludes that the claimant should not be disqualified from unemployment insurance benefits, pursuant to Section 4(f)(4) of the law.

The general purpose of the various subsections of Section 4(f) is to disqualify persons who work for educational (or related) institutes, from receiving benefits during a vacation or between term periods, if they have reasonable assurance of returning to work at the end of that vacation period.

The claimant here was a 12-month employee working for the Baltimore County school system as a job developer. On June 30, 1989, she was told that her job was being terminated and her future with the employer was unclear. Approximately two weeks prior to her hearing with the Hearing Examiner, she was offered and accepted a new position, a 10-month position doing vocational support work.

The Board concludes that the claimant's situation is not the type contemplated by Section 4(f). In her prior job, she worked year round. She was told her job was terminated, and several weeks later she was offered a new position. This is not the case of unemployment during a period between two successive terms or during an established or customary vacation period. See, Ritchie v. Allegany County Board of Education, 205-BR-85 (claimant, who was laid off as a 12-month school custodian, with the possibility of recall, was not disqualified under Section 4(f)(4), because his 'period of unemployment had no relationship to the period between two successive academic years, as contemplated under Section 4(f)(4).

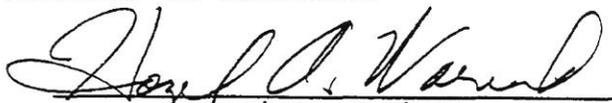
Further, the Board notes that there is insufficient evidence that the claimant had reasonable assurance of any work for the employer at the time she was terminated.

Therefore, the decision of the Hearing Examiner is reversed.

DECISION

The claimant did not have reasonable assurance of work for the employer within the meaning of Section 4(f)(4) of the Maryland Unemployment Insurance Law. No disqualification is imposed under this section of the law.

The decision of the Hearing Examiner is reversed.



Associate Member



Associate Member

Hw:w
kbm

COPIES MAILED TO:

CLAIMANT

EMPLOYER

UNEMPLOYMENT INSURANCE - NORTHWEST

John McGucken, Legal Counsel, D.E.E.D.

 **Maryland**
Department of Economic &
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21201

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-DECISION-

Mailed: August 24, 1989

Claimant: Bonnie B. Geary

Date: 8909065

Appeal No.:

S.S. No.:

Employer: Board of Education of Baltimore Co.
L.O. No.:

45

Claimant

Appellant:

Issue: Whether the claimant had a contract or reasonable assurance of returning to work under Section 4(f)4 of--the Law.

- NOTICE OF RIGHT TO PETITION FOR REVIEW —

ANY INTERESTED PARTY TO THIS DECISION MAY REQUEST A REVIEW AND SUCH PETITION FOR REVIEW MAY BE FILED ANY EMPLOYMENT SECURITY OFFICE, OR WITH THE APPEALS DIVISION. ROOM 515, 1100 NORTH EUTAW STREET. BALTIMORE MARYLAND 21201. EITHER IN PERSON OR BY MAIL.

September 8, 1989

THE PERIOD FOR FILING A PETITION FOR REVIEW EXPIRES AT MIDNIGHT ON

—APPEARANCES—

FOR THE CLAIMANT:

Bonnie B. Geary - Claimant

FOR THE EMPLOYER:

Not Represented

FINDINGS OF FACT

The claimant has worked for the Board of Education for fifteen years. Thirteen years ago, she became a twelve month employee as a job developer at Western Vo-Tech. The job classification is instructional assistant. The claimant was one of only three holding this position in the county and due to the needs of the vocational students the position was year-round.

Following the most recent school year, the claimant was notified that her position was being terminated due to a lack of student need. There would be no more twelve month positions of this type according to Joe Maranto, personnel director. The claimant was not given reasonable assurance that she would perform the services in the second year or term. However, in mid-July, the claimant did receive assurance of a ten months position at Woodlawn Senior High School giving vocational support to vo-tech students. Although the title is slightly different, it does appear that the claimant will be performing the same services at Woodlawn as vocation support that she did as job developer at Western Vo-Tech.

The name change is a superficial or cosmetic change; the actual change is from a twelve month employee to a ten month employee.

CONCLUSIONS OF LAW

Article 95A, Section 4(f)4 provides that an individual may not be paid benefits on covered service performed for an educational institution for a period that is between two successive academic years or terms, if the individual performs the services in the first year or term and there is a reasonable assurance that the individual will perform the service in the second year or term.

The claimant was abolished on or about June 30, 1989 and she was given reasonable assurance in July, 1989 of a comparable position available to her beginning in September. Although up until this time, the summer months have not been a vacation or recess period for the claimant, it is still a period between two successive academic years or terms for the educational institution.

DECISION

It is held that the claimant had a contract or reasonable assurance of returning to work under Section 4(f)4 of the Law.

Benefits are denied for the week beginning June 25, 1989 until meeting requirements of the Law.

The determination of the Claims Examiner is affirmed.


 Joanne M. Finegan
 Hearing Examiner

Date of Hearing: August 9, 1989
 bch/Specialist ID: 45555
 Cassette No: 6989-89
 Copies mailed on August 24, 1989 to:

Claimant
 Employer
 Unemployment Insurance - Northwest (MABS)