

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.: 171-BH-89
Date: March 8, 1989
Claimant: Warren M. Wiggins
Appeal No.: 8712981
S. S. No.:
Employer: Baltimore School Teachers
L. O. No.: 1
Appellant: EMPLOYER
Issue: Whether the claimant had a reasonable assurance of returning to work within the meaning of Section 4(f) of the Maryland Unemployment Insurance 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 April 7, 1989

— APPEARANCES —

FOR THE CLAIMANT:

Warren M. Wiggins - Claimant

FOR THE EMPLOYER:

Charlie Spinner-
Personnel Tech.
IV

PROCEDURAL STATEMENT

This case was remanded from the Circuit Court for Baltimore City in order to consider additional evidence on the issue of whether the claimant had reasonable assurance during the summer of 1987 of returning to work at the commencement of the following school year in September of 1987.

The claimant had, since the time of the original appeal, been involved in another appeal case concerning Baltimore City. This other case concerns events which occurred in 1988 and is not part of the decision in this case.

Both parties agree that the claimant was sent a letter at the end of the 1986/87 school year stating that his contract could not be renewed because his teaching certificate had expired. Both parties also agree that the claimant, on July 6, 1987, wrote a letter to the employer asking for reconsideration of that decision. Both parties agree that the claimant did, once again, return to teaching duties with this employer beginning in September of 1987 and extending into the 87-88 school year. The only question which arises then, under Section 4(f)(3) of the law, is when the claimant received reasonable assurance that he would return to work.

The claimant's evidence consists of his testimony, both before the Hearing Examiner and before the Board of Appeals, that he did receive written assurances from the employer that he would be returned to work in September, but that he did not receive these assurances until the very last few days of August, 1987. The employer's evidence consists of a letter (Exhibit B-4) dated July 16, 1987, which appears to be in response to the claimant's request for reconsideration. This letter, signed by Wesley E. Baynes, Jr., stated that the claimant's request to be reinstated had been reviewed and approved. Although the employer did not present the testimony of the author of the letter, it did present testimony that a copy of this letter was found in the regularly kept personnel files of the employer. The claimant, on the other hand, is not certain of the exact date of the August letter about which he testified, nor has he ever been able to produce the letter.

FINDINGS OF FACT

The Board finds as a fact that the claimant was given reasonable assurance of returning to work by the employer by letter dated July 16, 1987. This letter must have been communicated to the claimant, in the normal course of business, by the end of that week.

CONCLUSIONS OF LAW

The Board will therefore conclude that, beginning with the week beginning July 19, 1987, the claimant had reasonable assurance of returning to his job within the meaning of Section 4(f)(3) of the Maryland Unemployment Insurance Law. He therefore will be disqualified from that date until the ending date of the summer vacation period.

DECISION

The claimant had a reasonable assurance of returning to work within the meaning of Section 4(f)(3) of the Maryland Unemployment Insurance Law. He is disqualified from the receipt of benefits from the week beginning July 19, 1987 and until the beginning of the subsequent school year in September of 1987.

The previous decision of the Board of Appeals is reversed.


Chairman

Associate Member

K:H
kmb

DATE OF HEARING: February 14, 1989

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CLAIMANT

EMPLOYER

UNEMPLOYMENT INSURANCE - BALTIMORE

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— DECISION —

	Decision No.:	251-BR-88
	Date:	April 8, 1988
Claimant: Warren M. Wiggins	Appeal No.:	8712981
	S. S. No.:	
Employer: Baltimore School Teachers	L. O. No.:	1
	Appellant:	EMPLOYER

Issue: Whether the claimant was discharged for misconduct, connected with his work, within the meaning of Section 6(c) of the law.

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THE PERIOD FOR FILING AN APPEAL EXPIRES AT MIDNIGHT ON **May 8, 1988**

— APPEARANCES —

FOR THE CLAIMANT:

FOR THE EMPLOYER:

REVIEW ON THE RECORD

Upon review of the record in this case, the Board of Appeals adopts the facts and reasoning contained in the decision of the Hearing Examiner.

DECISION

The claimant was discharged but not for misconduct, connected with the work, within the meaning of Section 6(c) of the Maryland Unemployment Insurance Law. No disqualification is imposed based upon his separation from employment with Baltimore City School Teachers. The claimant may contact the local office concerning the other eligibility requirements of the law.

The decision of the Hearing Examiner is affirmed.

Thomas W. Keech

Chairman

Harold A. Marshall

Associate Member

K:HW

kmb

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