



**DEPARTMENT OF HUMAN RESOURCES
EMPLOYMENT SECURITY ADMINISTRATION**

1100 NORTH EUTAW STREET
BALTIMORE, MARYLAND 21201

STATE OF MARYLAND

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Governor

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Chairman

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SEVERN E. LANIER
Appeals Counsel

-DECISION-

DECISION NO.: 1774-E-82

DATE: December 21, 1982

APPEAL NO.: 07341

S. S. NO.:

CLAIMANT: Janet E. Gallagher

EMPLOYER: Goodfriend Temporaries

L.O. NO.: 43

APPELLANT: CLAIMANT

ISSUE: Whether the Claimant failed, without good cause, to accept suitable work when offered to her within the meaning of Section 6(d) 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 SUPERIOR 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 *January 20, 1983*

-APPEARANCES-

FOR THE CLAIMANT:

FOR THE EMPLOYER:

REVIEW ON THE RECORD

Upon review of the record in this case, the Board of Appeals modifies the decision of the Appeals Referee.

The Claimant worked for the Arthur Young Company for several years prior to her separation from that employment in August of 1980. She earned \$18,000 per year at that position.

The Claimant then worked sporadically for Goodfriend Temporaries between April of 1981 and October of 1981. She was paid \$5.25 per hour for this work.

The Claimant then worked as a temporary management consultant from October 24, 1982 until March 3, 1982. She made \$11.50 per hour at this job.

Goodfriend Temporaries then made several contacts with the Claimant offering her various temporary positions.

On March 16, 1982, Goodfriend Temporaries contacted the Claimant with an offer of a temporary job. The Claimant, however, refused this job because she was interviewing for permanent jobs in Pennsylvania and would not be available until March 22, 1982. Goodfriend Temporaries attempted to call the Claimant on April 2, 1982, but did not reach her.

On April 5, 1982, Goodfriend Temporaries contacted the Claimant at 10:00 a.m. in the morning for work which would begin at noon. The Claimant refused the assignment, stating that this was not enough advance notice.

On April 7, 1982, substantially the same thing happened.

On April 7, 1982, the Claimant was called by Goodfriend Temporaries for a temporary position which would begin on April 8, 1982. She refused the job, citing as a reason the fact that the job was to begin on Good Friday. Good Friday, however, occurred on April 9, 1982, not April 8, 1982.

On April 19, 1982, Goodfriend Temporaries called the Claimant concerning a temporary position. The Claimant stated that she was not available for work which began on the same day as the call.

CONCLUSIONS OF LAW

The question in this case is whether or not the Claimant refused suitable work without good cause, within the meaning of Section 6(d) of the Maryland Unemployment Insurance Law. Clearly, offers of temporary work may be considered to come under Section 6(d) of the statute. These offers, of course, must be considered along with all the surrounding circumstances.

In this case, the work offered from Goodfriend Temporaries paid less than half the previous salary made by the Claimant. In addition, the work being offered was only temporary, and the Claimant had every reason to devote her efforts to finding more permanent and secure work. On the other hand, the Claimant clearly had done this type of work before and did have some type of obligation to accept suitable work when offered to her.

Considering the offer of March 16, 1982, the Board concludes that the Claimant's reason for refusing temporary work, that she was interviewing in Pennsylvania for a permanent position, is clearly good cause within the meaning of Section 6(d) of the Law.

Concerning April 2, 1982, there is no evidence that the Claimant was ever offered any work on that date.

Concerning April 5, 1982, the Board concludes that the Claimant's reason for refusing the temporary position, i.e.) that the position began two hours after the call, was good cause for refusing this type of temporary assignment in these circumstances. The same reasoning applies to the first offer of April 7, 1982.

Concerning the second offer, on April 7, 1982, for work to begin on April 8, 1982, the Board finds that the Claimant's reason for refusing was not for good cause. The Claimant's stated reason was not even accurate, in that April 8, 1982 was not Good Friday. Refusal of this assignment for this reason is not "for good cause" within the meaning of Section 6(d) of the Law. Considering all of the circumstances, however, the maximum disqualification is not called for in this refusal.

The Board concludes that the call of April 19, 1982, was an offer of suitable work, and that the Claimant's reason did not constitute good cause. The maximum penalty will not be imposed, however, for this refusal either. The Board concludes that an offer of extremely sporadic temporary stop-gap employment paying less than half the rate of which the Claimant was last employed may be an offer of suitable work, but this is not a situation in which the maximum penalty should be imposed.

DECISION

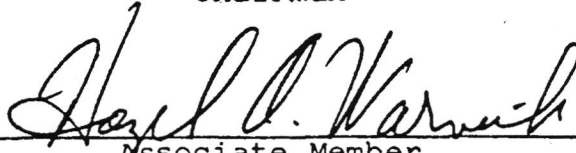
The Claimant refused available, suitable work within the meaning of Section 6(d) of the Maryland Unemployment Insurance Law. She is disqualified (because of the second offer of April 7, 1982) for the week beginning April 4, 1982 and the four weeks immediately following.

The Claimant refused suitable work, without good cause, within the meaning of Section 6(d) of the Maryland Unemployment Insurance Law. She is disqualified from the receipt of benefits (as a result of the job offer of April 19, 1982) for the week beginning April 18, 1982, and four weeks immediately following.

The decision of the Appeals Referee is modified accordingly.



Chairman



Associate Member

K:W
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CLAIMANT

EMPLOYER

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