



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.:	948-BR-89	
	Date:	October 27, 1989	
Claimant:	Robert C. Schultz	Appeal No.:	8909596
	S. S. No.:		
Employer:	Essex Community College	L. O. No.:	9
	Appellant:		CLAIMANT
Issue:	Whether the claimant is eligible for benefits within the meaning of Section 4(f) 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, 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 November 26, 1989

— 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 statute in question, quoted almost verbatim in the Hearing Examiner's decision, provides only that benefits based on covered service in an instructional capacity cannot be paid between academic years if reasonable assurance is present.

Although the Board agrees that reasonable assurance was present, this fact, and this section of the law, do not operate to deny the claimant any benefits to which he may be entitled based upon other service. The total denial of benefits imposed by the Hearing Examiner was thus an error of law. The correct penalty is stated below.

DECISION

The claimant had a reasonable assurance of returning to work in an instructional capacity for an institution of higher education, within the meaning of Section 4(f)(2) of the Maryland Unemployment Insurance Law. He is denied benefits based upon his earnings with Essex Community College for the period between academic years that began in June of 1989.

The claimant is not disqualified by this decision from receiving benefits based on other covered service, if he is otherwise eligible. The claimant may contact his local office concerning his possible eligibility based on other covered service.

The decision of the Hearing Examiner is reversed.

K:D

kmb

COPIES MAILED TO:

CLAIMANT

EMPLOYER

William Halbert, Business Manager

Carpenters District Council

500 Maryland Ave.

Baltimore, MD 21221

UNEMPLOYMENT INSURANCE - TOWSON

¹ Section 4(f)(2), not 4(f)(3) is the appropriate section, though this fact does not affect the outcome of this case.

 **Maryland**
Department of Economic &
Employment Development

William Donald Schaefer
Governor
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Baltimore, Maryland
21201

(301) 333-5040

- **DECISION** -

Date: Mailed: August 29, 1989

Claimant: Robert C. Schutz

Appeal No.: 8909596

S. S. No.:

Employer: Essex Community College

L.O. No.: 09

Appellant: Claimant

Issue: Whether the claimant had a contract of reasonable assurance of returning to work under Section 4(f) (3) 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 IN ANY EMPLOYMENT SECURITY OFFICE. OR WITH THE APPEALS DIVISION. ROOM 515, 1100 NORTH EUTAW STREET BALTIMORE. MARYLAND 21201. EITHER IN PERSON OR BY MAIL

THE PERIOD FOR FILING A PETITION FOR REVIEW EXPIRES AT MIDNIGHT ON September 13, 1989

- **APPEARANCES** -

FOR THE CLAIMANT:

FOR THE EMPLOYER:

Claimant - Present
Represented by:
William Halbert
Business Manager
Carpenters District Council
of Maryland

Not Represented

FINDINGS OF FACT

The claimant filed for unemployment insurance benefits establishing a benefit year effective July 2, 1989 with a weekly benefit amount of \$205.00.

Since September of 1984-, the claimant has worked as a part-time instructor, six hours per week, at a pay rate of approximately \$23 per hour as an instructor in carpentry at the Essex Community College. His last day of work was May 20, 1989 when the college closed for the summer. At that time, the claimant was assured that he was to return of September 1989 and has since signed a contract to that effect.

The claimant presses on appeal that this work at the college is part-time employment only and that his principal full-time work is that of a carpenter in union construction work, which work he has performed for the same construction company since March, 1983.

CONCLUSIONS OF LAW

Mindful of the claimant's contention, it is held that the claimant is not entitled to benefits under provisions of Section 4(f) 3 of the Maryland Unemployment Insurance Law which states "An individual may not be paid benefits based on covered service performed in instructional, research or principal administrative capacity for an educational institution, or for a non-profit organization or a governmental entity on behalf of an educational institution for any week of unemployment that begins after December 31 of 1977 during a period of paid sabbatical leave for which the individual's contract provides, during the period between two successive academic years or terms, or, if in agreement provides instead for a similar period between regular but not successive terms, during this period, if the individual performs a service first of two academic years or term and there is a contract of reasonable assurance that the individual will perform services in any such capacity for any educational institution in the second of two academic years or terms."


In the present case, the claimant is an instructor in an educational institution and had reasonable assurance in May that he would return in September 1989 and has since signed a contract to that effect. The case comes within the provisions of Section 4(f) 3 of the Maryland Unemployment Insurance Law and therefore, benefits will be denied.

The determination of the Claims Examiner was warranted and will be affirmed.

DECISION

The claimant is not eligible for benefits under Section 4(f) 3 of the Maryland Unemployment Insurance Law. Benefits are denied for the week beginning May 14, 1989 (not July 2, 1989) and thereafter until he meets the requirements of the law.

The determination of the Claims Examiner is hereby affirmed.


P. G. Hackett
Hearing Examiner

Date of Hearing: August 25, 1989
cr/Specialist ID:
Cassette No: 7202-B
Copies mailed on August 29, 1989 to:

Claimant
Employer
Unemployment Insurance - Towson (MABS)

Mr. William Halbert
Business Manager
Carpenters District Council of Baltimore
500 Maryland Ave.
Baltimore, MD 21221