



**DEPARTMENT OF HUMAN RESOURCES  
EMPLOYMENT SECURITY ADMINISTRATION**

1100 NORTH EUTAW STREET  
BALTIMORE, MARYLAND 21201

383-5032

- DECISION -

**BOARD OF APPEALS**

JOHN J. KENT  
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SEVERN E. LANIER  
Appeals Counsel

STATE OF MARYLAND

HARRY HUGHES  
Governor

KALMAN R. HETTEMAN  
Secretary

DECISION NO.: 1104-BR-81

DATE: 11-24-81

APPEAL NO.: 21112

S.S. NO.:

CLAIMANT: Mary Beth Kirkner

EMPLOYER: Baltimore County Police Dept.

LO NO.: 9

APPELLANT: EMPLOYER

ATTN : Mr. Morton Klasmer

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 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 WHICH YOU RESIDE.

THE PERIOD FOR FILING AN APPEAL EXPIRES AT MIDNIGHT

Dec. 24, 1981

**- APPEARANCES -**

FOR THE CLAIMANT:

FOR THE EMPLOYER:

REVIEW ON THE RECORD

The Board of Appeals makes the following findings of fact.

The Claimant was first employed as a crossing guard by the Baltimore County Police Department on January 22, 1979.

On June 26, 1981, the Employer, anticipating the summer layoffs which occur on a yearly basis, required the claimant to either resign or to sign a form stating that she would not seek other permanent, full time employment during the summer recess. The Claimant signed the form.

The Claimant, nevertheless, sought full time permanent employment during the summer recess and would have accepted such employment if offered to her.

#### CONCLUSIONS OF LAW

Since the Claimant was forced to choose between resigning or signing the form stating that she would not seek permanent work during the summer layoffs, her signature on the form is entitled to no weight whatsoever on the issue of what type of work she was seeking during the summer layoffs. The Board does not view her signature on the form as reflecting badly on the Claimant's credibility. It was a wholly unreasonable requirement for the Employer to condition continued employment on a promise not to look -for another permanent job during a period of layoff.

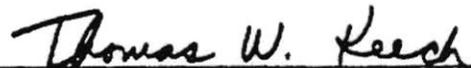
An employer offering seasonal work cannot bind its employees to their jobs. The Claimant's signature on the form proves only that she did not wish to resign.

The Board concludes that the Claimant was actively seeking full time, permanent work and was meeting the requirements of Section 4(c) of the Maryland Unemployment Insurance Law during the period in question-.

#### DECISION

The Claimant was able, available and actively seeking work within the meaning of Section 4(c) of the Maryland Unemployment Insurance Law. She is entitled to benefits effective from June 28, 1981 and thereafter as long as she is able to satisfy all of the requirements of Section 4(c) of the Maryland Unemployment Insurance Law.

The decision of the Appeals Referee is affirmed.

  
Chairman

  
Associate Member

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