



Maryland

Department of Economic & Employment Development

*William Donald Schaefer, Governor
J. Randall Evans, Secretary*

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

— DECISION —

	Decision No.:	493-BR-90
	Date:	May 22, 1990
Claimant: John Leitzel	Appeal No.:	8915645
	S. S. No.:	
Employer: Select Temporary Services	L.O. No.:	40
	Appellant	CLAIMANT

Issue:

Whether the claimant left work voluntarily, without good cause, within the meaning of Section 6(a) of the law; whether the claimant was discharged for gross misconduct or misconduct, connected with his work, within the meaning of Section 6(b) or 6(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 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.

June 21, 1990

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.

The claimant, who had never worked for a temporary agency before, signed on with Select Temporary Services. He received his first employment on October 20, 1989. He worked at a bank in Columbia, Maryland. This employment came to an end on October 26, 1989, when the claimant was informed by the bank that he was no longer wanted on the job due to alleged productivity problems. No evidence has been presented that the claimant committed any type of misconduct with respect to that job.

The claimant reported to Select Temporary Services on October 27 that he had been let go by the bank. On October 30, 1989, Select Temporary Services offered the claimant an assignment at another bank, which he refused. The claimant refused this because he was upset with the fact that he had been let go by the first bank without being given a full explanation. Unexplained commencements and cessations of work, however, are not uncommon in the temporary services industry.

The Board has ruled many times in the past that, in most cases, a claimant who works for a temporary agency does not voluntarily quit his job when he refuses an assignment of work. Hannas v. Manpower, Inc. (478-BR-89), Baskerville v. Able Personnel and Office Service (271-BR-89). The claimant is employed, for unemployment insurance purposes, only when he is performing services for which wages are payable. When an assignment has come to an "end, the claimant is no longer employed; since he is not employed, the claimant cannot quit.

Only when the history of the claimant's relationship with the temporary services shows a long, continuous and virtually uninterrupted assignment, or series of uninterrupted assignments, will the Board consider the refusal of the next assignment to amount to a voluntary quit. The rationale for this is that, when the history of the relationship shows that the claimant had in actuality performed continuous work over a substantial period of time -- rather than a series of sporadic employment opportunities -- the employee's breaking of the relationship can fairly be said to be a voluntary quit. On the other hand, the refusal of a temporary assignment by an unemployed person is not a voluntary quit. (Such a refusal could, of course, in an appropriate case, be considered as a job refusal under Section 6(d) of the law.)

Applying this reasoning to this case, the Board concludes that the claimant's employment ended on October 26, 1989 on account of a lack of work or other reason not related to the claimant's misconduct. The claimant did refuse an offer of work made four days later. This, however, does not constitute