

**IOWA WORKFORCE DEVELOPMENT  
UNEMPLOYMENT INSURANCE APPEALS**

68-0157 (9-06) - 3091078 - EI

**LAWRENCE W VOSHELL**

Claimant

**APPEAL NO. 13A-UI-02773-JTT**

**ADMINISTRATIVE LAW JUDGE  
DECISION**

**MIDWEST CONSTRUCTION SERVICES INC**

**TRILLIUM CONSTRUCTION**

Employer

**OC: 10/14/12**

**Claimant: Appellant (2)**

Section 96.5(3) – Refusal of Suitable Work

**STATEMENT OF THE CASE:**

Lawrence Voshell filed a timely appeal from the February 27, 2013, reference 05, decision that denied benefits based on an agency conclusion that Mr. Voshell had refused an offer of suitable work on January 22, 2013 without good cause. After due notice was issued, a hearing was held on April 23, 2013. Mr. Voshell participated. The employer did not respond to the hearing notice instructions to provide a telephone number for the hearing and did not participate.

**ISSUE:**

Whether Mr. Voshell refused an offer of suitable work on or about January 22, 2013 without good cause.

**FINDINGS OF FACT:**

Having reviewed all of the evidence in the record, the administrative law judge finds: Trillium Construction is a temporary employment agency that provides laborers to construction contractors. Lawrence Voshell last performed work for Trillium Construction in mid-November 2012. At that time, Mr. Voshell was living in Jessup, 15 miles east of Waterloo, and commuted to a jobsite in Sumner, 30 miles northeast of Waterloo. The commute was 50 miles one way.

On January 22, 2013, a Trillium representative, Shelly, contacted Mr. Voshell by telephone about a proposed job assignment with an electrical contractor at the Proctor & Gamble plant in Iowa City. Mr. Voshell had previously performed work for the same contractor at the Proctor & Gamble plant in Iowa City. During the telephone call on January 22, the Trillium representative told Mr. Voshell the work hours, the start date, the expected duration of the assignment, and the wage offered. The hours would be 7:00 a.m. to 3:30 p.m. The assignment was to start the following Monday, January 28, 2013. The assignment was expected to last a month. The wage would be \$26.42 per hour. Mr. Voshell was interested in the assignment despite the 80-minute commute each way. During the conversation, the Trillium representative asked Mr. Voshell whether he possessed a particular electrical contracting certification. Mr. Voshell did not possess that particular certification, but possessed a lesser certification. When Mr. Voshell had previously performed work at the Proctor & Gamble plant, the work had not required the enhanced certification. The Trillium representative told Mr. Voshell that she

would check on whether the enhanced certification was necessary and would get back to Mr. Voshell.

Mr. Voshell waited a couple days, but did not hear anything further from the Trillium representative. On Friday, January 25, Mr. Voshell telephoned the Trillium representative, but had to leave a voicemail message asking for an update on the certification issue. On January 28, the Trillium representative telephoned Mr. Voshell and asked whether he was in Iowa City. Mr. Voshell indicated that he was not and that he had been waiting to hear from the Trillium representative about whether the enhanced certification was needed. The Trillium representative told Mr. Voshell that she would contact the electrical contractor and get back to Mr. Voshell. A short while later, the Trillium representative telephoned Mr. Voshell and told him to forget about that assignment, that the contractor was not pleased that Mr. Voshell was not in Iowa City, and that the contractor had decided to take a different route with staffing the job.

#### **REASONING AND CONCLUSIONS OF LAW:**

A claimant who fails to accept an offer of suitable employment without good cause is disqualified for benefits until the claimant earns ten times his weekly benefit amount from insured work. See Iowa Code section 96.5(3)(a).

Iowa Administrative Code rule 871 IAC 24.24(1)a provides:

(1) Bona fide offer of work.

a. In deciding whether or not a claimant failed to accept suitable work ... it must first be established that a bona fide offer of work was made to the individual by personal contact ... and a definite refusal was made by the individual. For purposes of a recall to work, a registered letter shall be deemed to be sufficient as a personal contact.

The weight of the evidence fails to establish either a bona fide offer of work or a definite refusal. The weight of the evidence indicates that the Trillium representative and Mr. Voshell were both operating under the belief that the enhanced certification was required unless the Trillium representative got back to Mr. Voshell to indicate it did not apply. If the requirement applied, then Mr. Voshell lacked the credentials for the assignment. At no time did Mr. Voshell reject the assignment. Instead, on January 28, 2013, the Trillium representative notified Mr. Voshell that the assignment was no longer available.

#### **DECISION:**

The Agency representative's February 27, 2013, reference 05, is reversed. The claimant did not refuse an offer of suitable work on or about January 22, 2013. The claimant is eligible for benefits, provided he is otherwise eligible. The employer's account may be charged.

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James E. Timberland  
Administrative Law Judge

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Decision Dated and Mailed

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