

**IOWA WORKFORCE DEVELOPMENT  
UNEMPLOYMENT INSURANCE APPEALS**

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

**MATTHEW A HEUER**  
Claimant

**APPEAL NO: 17A-UI-09325-JE-T**

**ADMINISTRATIVE LAW JUDGE  
DECISION**

**BLUE SKY SATELLITE SERVICE INC**  
Employer

**OC: 07/16/17**  
**Claimant: Appellant (2)**

Section 96.5(3)a – Work Refusal

**STATEMENT OF THE CASE:**

The claimant filed a timely appeal from the August 29, 2017, reference 06, decision that denied benefits. After due notice was issued, a hearing was held by telephone conference call before Administrative Law Judge Julie Elder on September 28, 2017. The claimant participated in the hearing. The employer did not respond to the hearing notice and did not provide a telephone number where it could be reached to participate in the hearing as required by the hearing notice.

**ISSUE:**

The issue is whether the claimant refused a suitable offer of work.

**FINDINGS OF FACT:**

The claimant was employed by Dish Network until July 18, 2017, at which time Blue Sky Satellite Service took over the company. Blue Sky made an offer of work to the claimant on July 18, 2017. That offer included the following terms: \$14.00 per hour, the same rate of pay he received at Dish Network; five to six days per week rather than the four ten hour days the claimant worked for Dish Network; and an increase in health insurance premiums of between \$160.00 and \$210.00 per pay period. Additionally, the claimant would have been required to supply his own cell phone for contacting customers leading customers to have his personal cell phone number. Dish Network provided the claimant with free satellite television and he was only responsible for paying the taxes and fees. Blue Sky also offered only two paid holidays while Dish Network offered seven. Dish Network offered employees stock options and Blue Sky did not. The claimant also attends school as a full-time online student and Dish Network worked around his school schedule. Blue Sky did not offer assurances it would also work around his school schedule. Finally Dish Network gave employees points for sales that could be used in a store and the company paid the taxes on the items purchased with the points. Blue Sky gave cash for sales and employees were required to pay the tax on that money. The claimant's average weekly wage is \$807.74. The offer was made in the claimant's first week of unemployment.

## REASONING AND CONCLUSIONS OF LAW:

For the reasons that follow, the administrative law judge concludes the claimant did not refuse a suitable offer of work.

Iowa Code section 96.5(3)a provides:

An individual shall be disqualified for benefits, regardless of the source of the individual's wage credits:

3. Failure to accept work. If the department finds that an individual has failed, without good cause, either to apply for available, suitable work when directed by the department or to accept suitable work when offered that individual. The department shall, if possible, furnish the individual with the names of employers which are seeking employees. The individual shall apply to and obtain the signatures of the employers designated by the department on forms provided by the department. However, the employers may refuse to sign the forms. The individual's failure to obtain the signatures of designated employers, which have not refused to sign the forms, shall disqualify the individual for benefits until requalified. To requalify for benefits after disqualification under this subsection, the individual shall work in and be paid wages for insured work equal to ten times the individual's weekly benefit amount, provided the individual is otherwise eligible.

a. (1) In determining whether or not any work is suitable for an individual, the department shall consider the degree of risk involved to the individual's health, safety, and morals, the individual's physical fitness, prior training, length of unemployment, and prospects for securing local work in the individual's customary occupation, the distance of the available work from the individual's residence, and any other factor which the department finds bears a reasonable relation to the purposes of this paragraph. Work is suitable if the work meets all the other criteria of this paragraph and if the gross weekly wages for the work equal or exceed the following percentages of the individual's average weekly wage for insured work paid to the individual during that quarter of the individual's base period in which the individual's wages were highest:

(a) One hundred percent, if the work is offered during the first five weeks of unemployment.

(b) Seventy-five percent, if the work is offered during the sixth through the twelfth week of unemployment.

(c) Seventy percent, if the work is offered during the thirteenth through the eighteenth week of unemployment.

(d) Sixty-five percent, if the work is offered after the eighteenth week of unemployment.

(2) However, the provisions of this paragraph shall not require an individual to accept employment below the federal minimum wage.

While the offer of work from Blue Sky Satellite Service paid the same hourly rate as the claimant received from Dish Network, there were several other areas of the Blue Sky offer that made the job unsuitable. The claimant's hours would have increased and the cost of health insurance would have skyrocketed and there was no assurance Blue Sky would work around the claimant's school schedule. Additionally, because Blue Sky insists employees use their

personal cell phones, customers would have their phone numbers and could call them anytime, regardless of whether they were working or not. Some of the other benefits offered by Dish Network were not included in Blue Sky's offer including free satellite television, several more paid holidays and stock options. For the above-stated reasons, the administrative law judge must conclude the offer of work from Blue Sky Satellite is not considered a suitable offer of work under Iowa Code section 96.5-3-a. Therefore, benefits are allowed.

**DECISION:**

The August 29, 2017, reference 06, decision is reversed. The claimant did not refuse a suitable offer of work. Benefits are allowed, provided the claimant is otherwise eligible.

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Julie Elder  
Administrative Law Judge

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Decision Dated and Mailed

je/scn