

**IOWA WORKFORCE DEVELOPMENT
UNEMPLOYMENT INSURANCE APPEALS**

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

BILLY R GOWDY
Claimant

APPEAL NO. 09A-UI-04083-C

**ADMINISTRATIVE LAW JUDGE
DECISION**

NITE OWL PRINTING
Employer

**Original Claim: 02/01/09
Claimant: Respondent (1)**

871 IAC 24.26(19) – Casual Labor

STATEMENT OF THE CASE:

Nite Owl Printing filed an appeal from a representative's decision dated March 4, 2009, reference 03, which held that no disqualification would be imposed regarding Billy Gowdy's separation from employment. After due notice was issued, a hearing was held on April 14, 2009 in Des Moines, Iowa. Mr. Gowdy participated personally. The employer participated by Mark Daggy, Estimator.

ISSUE:

At issue in this matter is whether Mr. Gowdy was separated from employment for any disqualifying reason.

FINDINGS OF FACT:

Having heard the testimony of the witnesses and having reviewed all of the evidence in the record, the administrative law judge finds: Mr. Gowdy began performing services for Nite Owl Printing on October 7, 2008. The employer had received a contract for a political mailing and needed additional laborers on a temporary basis. The employer contacted David Brown of Workforce Development to hire temporary, casual laborers and Mr. Gowdy was one of the individuals Mr. Brown sent.

Mr. Gowdy was sent home early on October 8 because a press broke down. He was notified that, as a result of the breakdown, there would be no work on October 9. Individuals were told to contact either Mr. Brown or Nite Owl Printing about further work after October 9. Mr. Gowdy was in contact with Mr. Brown after October 9 but was not sent back to Nite Owl Printing. The employer had the need for casual laborers through at least December 17, 2008.

REASONING AND CONCLUSIONS OF LAW:

The evidence establishes that Mr. Gowdy was a casual laborer performing services for Nite Owl Printing. Casual laborers are not required to report for new assignments. See 871 IAC 24.26(19). There was no evidence from Mr. Brown as to what work, if any, was offered to Mr. Gowdy after October 9, 2008. There was likewise no evidence from Mr. Brown concerning

what contacts, if any, Mr. Gowdy had with him after October 9. It was Mr. Gowdy's sworn testimony that he was in contact with Mr. Brown after October 9 but was not sent back to Nite Owl Printing. His testimony was credible and, therefore, in the absence of any contradictory evidence, must be accepted as true.

Inasmuch as Mr. Gowdy was not offered any further work with Nite Owl Printing after October 9, 2008, it must be concluded that his separation was not a disqualifying event. As such, benefits are allowed.

DECISION:

The representative's decision dated March 4, 2009, reference 03, is hereby affirmed. Mr. Gowdy was separated from Nite Owl Printing for no disqualifying reason. Benefits are allowed, provided he satisfies all other conditions of eligibility.

Carolyn F. Coleman
Administrative Law Judge

Decision Dated and Mailed

cfc/kjw