

IOWA WORKFORCE DEVELOPMENT
Unemployment Insurance Appeals Section
1000 East Grand—Des Moines, Iowa 50319
DECISION OF THE ADMINISTRATIVE LAW JUDGE
68-0157 (7-97) – 3091078 - EI

LARRY E GEARHEART
1580 JACKSON ST
DUBUQUE IA 52001

L A LEASING INC - SEDONA STAFFING
612 VALLEY DR
MOLINE IL 61265

Appeal Number: 06A-UI-02482-CT
OC: 01/15/06 R: 04
Claimant: Respondent (1)

This Decision Shall Become Final, unless within fifteen (15) days from the date below, you or any interested party appeal to the Employment Appeal Board by submitting either a signed letter or a signed written Notice of Appeal, directly to the **Employment Appeal Board, 4th Floor—Lucas Building, Des Moines, Iowa 50319**.

The appeal period will be extended to the next business day if the last day to appeal falls on a weekend or a legal holiday.

STATE CLEARLY

1. The name, address and social security number of the claimant.
2. A reference to the decision from which the appeal is taken.
3. That an appeal from such decision is being made and such appeal is signed.
4. The grounds upon which such appeal is based.

YOU MAY REPRESENT yourself in this appeal or you may obtain a lawyer or other interested party to do so provided there is no expense to Workforce Development. If you wish to be represented by a lawyer, you may obtain the services of either a private attorney or one whose services are paid for with public funds. It is important that you file your claim as directed, while this appeal is pending, to protect your continuing right to benefits.

(Administrative Law Judge)

(Decision Dated & Mailed)

Section 96.5(1)j – Temporary Employment

STATEMENT OF THE CASE:

Sedona Staffing filed an appeal from a representative's decision dated February 20, 2006, reference 02, which held that no disqualification would be imposed regarding Larry Gearheart's separation from employment. After due notice was issued, a hearing was held by telephone on March 20, 2006. Mr. Gearheart participated personally. The employer participated by Colleen McGuinty, Unemployment Benefits Administrator, and Nikki Kiefer, Branch Manager.

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. Gearheart began working through Sedona

Staffing, a temporary placement firm, in July of 2005. Prior to filing his claim for job insurance benefits effective January 15, 2006, he had last worked on December 21, 2005 when he completed an assignment with On Point. He was in contact with Sedona Staffing on December 22 regarding further work.

Mr. Gearheart accepted an assignment to work for The Dubuque Telegraph Herald beginning at midnight on January 21. He worked until the assignment ended at approximately 3:00 a.m. on January 22. At 9:00 p.m. on January 22, he went to work on an assignment with Five Flags and worked until 2:45 a.m. on January 23. At approximately noon on January 23, Mr. Gearheart went to the Sedona Staffing office to inquire about additional work. On January 22, he was offered a long-term assignment with Captive Plastics. The job was for 40 hours each week and paid \$8.50 per hour. Mr. Gearheart declined because he did not feel he would be able to stand for the duration of the 12-hour shifts at Captive Plastics.

On January 26, Mr. Gearheart notified the employer he would not be available because he was going out of town. He called on January 30 to report that he was again available. He was placed in an assignment on February 2, 2006.

Mr. Gearheart filed a claim for job insurance benefits effective January 15, 2006. The average weekly wage paid to him during that quarter of his base period in which his wages were highest was \$463.00.

REASONING AND CONCLUSIONS OF LAW:

At issue in this matter is whether Mr. Gearheart was separated from employment for any disqualifying reason. He was hired for placement in temporary work assignments. An individual so employed must complete the last assignment in order to avoid the voluntary quit provisions of the law. See 871 IAC 24.26(19). Mr. Gearheart completed an assignment on December 21, 2005 and sought reassignment with Sedona Staffing the following day. He completed an assignment on February 23, 2006 and was in contact with the employer the same day to seek further work. Inasmuch as he sought reassignment within three working days of the end of each assignment, Mr. Gearheart is entitled to job insurance benefits pursuant to Iowa Code section 96.5(1)j.

Mr. Gearheart refused an offer of work on January 22, 2006, his second week of unemployment following the filing of his claim. However, the offer was not for suitable work as it did not pay the requisite wages. Because the work was offered during the second week of unemployment, it had to pay at least 100 percent of the average weekly wage paid during that quarter of Mr. Gearheart's base period in which his wages were highest. See Iowa Code section 96.5(3)a. In other words, the job had to pay at least \$463.00 per week in order to be suitable work within the meaning of the law. The work offered on January 22 only paid \$340.00 per week (40 hours X \$8.50/hour). Because the work was not suitable work within the meaning of the law, no disqualification may be imposed for the refusal.

DECISION:

The representative's decision dated February 20, 2006, reference 02, is hereby affirmed. Mr. Gearheart was separated from Sedona Staffing for no disqualifying reason. Benefits are allowed, provided he satisfies all other conditions of eligibility.

cfc/tjc