

**IOWA WORKFORCE DEVELOPMENT  
UNEMPLOYMENT INSURANCE APPEALS**

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**CHARLES E SAEY**

Claimant

**APPEAL 14A-UI-02288-LT**

**ADMINISTRATIVE LAW JUDGE  
DECISION**

**TRADESMEN INTERNATIONAL INC**

Employer

**OC: 01/05/14**

**Claimant: Appellant (2-R)**

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Iowa Code § 96.5(3)a – Failure to Accept Work

**STATEMENT OF THE CASE:**

The claimant filed an appeal from the February 20, 2014, (reference 02) unemployment insurance decision that denied benefits based upon a work refusal on January 15, 2014. The parties were properly notified about the hearing. A telephone hearing was held on March 24, 2014. Claimant participated. Employer participated through Cedar Rapids office general manager Joey Loftsgard.

**ISSUE:**

Did claimant fail to accept a suitable offer of work and if so, was the failure to do so for a good cause reason?

**FINDINGS OF FACT:**

Having reviewed all of the evidence in the record, the administrative law judge finds: On January 15, 2014, project coordinator Justin McDowell left claimant a phone message offering him work. Later the same day, Loftsgard spoke with claimant by phone and offered him a job he had held in the past. That offer included the following terms: full-time concrete laborer at Cedar Rapids Waste Treatment Center, 7 a.m. to 5 p.m. to begin immediately. The hourly wage offered for the job is \$17.00 (\$680.00 per week), which is comparable to the prevailing rate of pay for similar work in the Cedar Rapids area. Claimant's average weekly wage is \$846.39. The offer was made in the second week of unemployment. Claimant declined for multiple reasons. First he told Loftsgard he wanted to continue receiving unemployment insurance benefits so he could buy new boots and clothes. He also said he did not have money to buy insurance on his truck after the old one was totaled when someone hit it on December 25, 2013. At hearing he said he had been nauseated while working next door 20 years ago. The same offer was made via phone messages beginning January 12, 2014, but claimant did not return the calls. No offer was made in writing via return receipt mail.

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

For the reasons that follow, the administrative law judge concludes the offer of work was not suitable.

Iowa Code section 96.5-3-a provides:

An individual shall be disqualified for benefits:

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. 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:

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

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

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

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

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

The offer was unsuitable, as it did not meet the minimum wage requirements set out above for an offer to be considered suitable. As to the offer made two weeks after the first, if the employer is unable to make personal contact to extend an offer of work, a written offer with sufficient detail may be sent by certified mail with return receipt requested. The claimant's availability for work because of transportation and work clothing issues has not been determined at the Benefits Bureau fact-finding level.

**DECISION:**

The February 20, 2014, (reference 02) decision is reversed. The offer of work was not suitable. Benefits are allowed, provided claimant is otherwise eligible.

**REMAND:**

The availability for work issue delineated in the findings of fact is remanded to the Benefits Bureau of Iowa Workforce Development for an initial investigation and determination.

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Dévon M. Lewis  
Administrative Law Judge

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Decision Dated and Mailed

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