

**IOWA WORKFORCE DEVELOPMENT  
UNEMPLOYMENT INSURANCE APPEALS**

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

**MICHAEL J BENNETT**  
Claimant

**APPEAL NO. 07A-UI-00877-DWT**

**ADMINISTRATIVE LAW JUDGE  
DECISION**

**CRESTMoor GOLF CLUB**  
Employer

**OC: 12/10/06 R: 03**  
**Claimant: Appellant (2)**

Section 96.5-3-a – Refusal of Suitable Work

**STATEMENT OF THE CASE:**

Michael J. Bennett (claimant) appealed representative's January 17, 2007 decision (reference 01) that concluded he was not qualified to receive unemployment insurance benefits as of January 1, 2007, because he refused Crestmoor Golf Club's (employer) offer of suitable work. After hearing notices were mailed to the parties' last-known addresses of record, a telephone hearing was held on February 8, 2007. The claimant participated in the hearing. Skip Tyler, the president, appeared on the employer's behalf. Based on the evidence, the arguments of the parties, and the law, the administrative law judge enters the following findings of fact, reasoning and conclusions of law, and decision.

**ISSUE:**

Did the claimant refuse an offer of suitable work?

**FINDINGS OF FACT:**

The claimant has worked for the employer in 2005 and 2006. In 2005, the claimant signed a contract indicating the employer would pay him a salary of \$3,000 a month from April 1, 2005, through November 30, 2005. In 2006, the claimant signed an identical contract for April 1, 2006 through November 30, 2006. Even though the contract does not state the claimant will remove snow as needed December 1 through March 31, the claimant has removed snow as needed during these times. The claimant has repaired equipment in November and is usually done with this job by November 30.

On December 19, 2006, the employer offered the claimant a contract that was for January 1 through December 31, 2007. The employer offered the claimant a salary of \$28,000.00 year for the same job he had done the last two years. The employer considered the offered salary a 17 percent increase. The claimant declined the contract/offer of work because he considered the salary offered a decrease from \$3,000.00 per month to \$2,333.34 per month. The claimant told the employer he would accept the contract if the employer paid him \$30,000.00 a year.

In the previous years, the claimant filed for and received unemployment insurance benefits from December through late March. The claimant established a new benefit year during the week of December 10, 2006. In his current base period, the claimant has two quarters where he earned gross wages of \$9,000.00; one quarter he earned \$6,000.00; and one quarter where he earned nothing. Based on a quarter of \$9,000.00 in wages, the claimant's average weekly wage is \$692.31.

**REASONING AND CONCLUSIONS OF LAW:**

A claimant is not qualified to receive unemployment insurance benefits if he declines an offer of suitable work without good cause. Iowa Code § 96.5-3-a. Before work is considered suitable, the gross weekly wages offered must equal or exceed a claimant's average weekly wage based on the claimant's highest quarterly wages. When work is offered during the first five weeks of unemployment, the wage offered must be at 100 percent of the claimant's average weekly wages. If work is offered during the sixth through 12th week of unemployment, the wage offered must equal 75 percent of the claimant's average weekly wage. Iowa Code § 96.5-3-a.

During the claimant's first five weeks of unemployment, the facts establish the employer offered him weekly wages that equal \$538.46. Since this does not equal the claimant's weekly wage based on his the wages he earned in his highest base period quarter (\$692.31), the job the employer offered the claimant to begin January 1 is not suitable based on the law for unemployment insurance purposes. Therefore, the claimant's refusal to work as of January 1, 2007, under the terms of new contract does not disqualify him from receiving benefits at this time.

**DECISION:**

The representative's January 17, 2007 decision (reference 01) is reversed. The employer's mid-December 2006 contract offer for the claimant to start working January 1, 2007, is not suitable, because the weekly wages offered do not equal or exceed \$692.31 per week. Therefore, as of December 31, 2006, the claimant remains qualified to receive benefits, provided he meets all other eligibility requirements.

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Debra L. Wise  
Administrative Law Judge

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Decision Dated and Mailed

dlw/kjw