

**IOWA WORKFORCE DEVELOPMENT
UNEMPLOYMENT INSURANCE APPEALS**

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

KENNETH W HILL
Claimant

APPEAL NO. 12A-UI-12912-JTT

**ADMINISTRATIVE LAW JUDGE
DECISION**

SPHERION STAFFING LLC
Employer

OC: 12/18/11
Claimant: Respondent (1)

Section 96.5(3) – Refusal of Suitable Work

STATEMENT OF THE CASE:

The employer filed a timely appeal from the October 18, 2012, reference 04, decision that allowed benefits based on an agency conclusion that the employer had not made an offer of employment on October 1, 2012. After due notice was issued, a hearing was held on November 29, 2012. Claimant Kenneth Hill participated. Terri Hunter, Cedar Rapids Branch Manager, represented the employer. The hearing in this matter was consolidated with the hearing in Appeal Number 12A-UI-12913-JTT. Exhibit One was received into evidence.

ISSUE:

Whether Mr. Hill refused an offer on suitable work on or about October 1, 2012.

FINDINGS OF FACT:

Having reviewed all of the evidence in the record, the administrative law judge finds: The employer is a temporary employment agency. The employer's current name is Randstad Staffing. The employer's former name is Spherion Staffing. The employer placed Kenneth Hill in a full-time temporary position at General Mills in Cedar Rapids in July 2011. Mr. Hill completed the assignment on September 16, 2012, when he completed the maximum number of hours allowed for temporary workers under the collective bargaining agreement between General Mills and its union.

Mr. Hill does not own a vehicle. Mr. Hill relies upon public transportation. Mr. Hill has had and continues to have access to public transportation that allows him to work throughout the Cedar Rapids metropolitan area.

On September 14, 2012, Mr. Hill contacted Victoria Spain, Staffing Consultant, to confirm that the assignment was about to end. Ms. Spain confirmed that the assignment would end on September 16. Mr. Hill asked at that time whether the employer had any other work for him. Ms. Spain said that the employer did not have any other work for Mr. Hill at that time. Mr. Hill told Ms. Spain that he had heard that General Mills might have two third-shift openings. Ms. Spain directed Mr. Hill to come speak with her on Monday, September 17, 2012.

On Monday, September 17, Mr. Hill appeared for the meeting with Ms. Spain. Ms. Spain asked Mr. Hill questions to determine whether he was qualified to supervisor other workers. One of the third-shift openings at General Mills involved supervising other workers. Ms. Spain reiterated that the employer had no work for Mr. Hill at that time. Mr. Hill asked whether he should comeback every day or at the end of the week. Mr. Spain conveyed that was not necessary and that she would let him know whether he got either third-shift position at General Mills. During the meeting, Mr. Hill reiterated his need for work in the Cedar Rapids metropolitan area.

On September 24, Mr. Hill received a call from a Randstad representative about an opening for a forklift operator in North Liberty. Mr. Hill did not have transportation to get to North Liberty.

On October 1, at about 10:30 a.m., Mr. Hill received and reviewed an email message from Ms. Spain. Ms. Spain advised that she had an assignment for Mr. Hill at Heinz in Cedar Rapids, that the assignment was to start that same day, that the assignment would pay \$9.00 an hour, and that the hours would be 2:00 p.m. to 10:30 p.m. Ms. Spain also said that Mr. Hill would need to have a pair of steel-toed, rubber, waterproof boots for the assignment. Mr. Hill did not have sufficient notice of the assignment to obtain the required boots. In addition, Mr. Hill had just returned from a dental appointment in Iowa City. Mr. Hill had obtained transportation from a family member to get to and front the dental appointment. Mr. Hill could not accept the assignment that was to start that day because he lacked the required boots.

On October 8, 2012, Mr. Hill started a full-time assignment at Heinz in Cedar Rapids.

REASONING AND CONCLUSIONS OF LAW:

A claimant who fails to accept an offer of suitable employment without good cause is disqualified for benefits until the claimant earns ten times his weekly benefit amount from insured work. See Iowa Code section 96.5(3)(a).

Iowa Administrative Code rule 871 IAC 24.24(1)a provides:

(1) Bona fide offer of work.

a. In deciding whether or not a claimant failed to accept suitable work ... it must first be established that a bona fide offer of work was made to the individual by personal contact ... and a definite refusal was made by the individual. For purposes of a recall to work, a registered letter shall be deemed to be sufficient as a personal contact.

The present case concerns the October 1, 2012 purported offer of employment. The weight of the evidence indicates that the employer did not make a bona fide offer of suitable work that day. The offer was contingent upon Mr. Hill having special boots that he did not possess. The employer provided insufficient notice of the assignment for Mr. Hill to have a reasonable opportunity to secure the required special boots. Because there was no bona fide offer of work, there could be no disqualifying refusal. In addition, the short notice provided good cause for refusing the assignment even if a bona fide offer had been made.

DECISION:

The Agency representative's October 18, 2012, reference 04, is affirmed. There was no bona fide offer of employment on October 1, 2012 and, therefore, no disqualifying refusal of suitable work.

James E. Timberland
Administrative Law Judge

Decision Dated and Mailed

jet/css