

**IOWA WORKFORCE DEVELOPMENT
UNEMPLOYMENT INSURANCE APPEALS**

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

CLINT L CUNNINGHAM

Claimant

APPEAL NO. 09A-UI-06169-CT

**ADMINISTRATIVE LAW JUDGE
DECISION**

HAWKEYE LAWN CARE INC

Employer

OC: 03/16/08

Claimant: Respondent (2)

Section 96.5(3)a – Refusal of Work

STATEMENT OF THE CASE:

Hawkeye Lawn Care, Inc. filed an appeal from a representative's decision dated April 15, 2009, reference 07, which held that no work had been offered to Clint Cunningham on March 30, 2009. After due notice was issued, a hearing was held by telephone on May 18, 2009. The employer participated by Andrew Morgan, Operations Manager. Exhibits One and Two were admitted on the employer's behalf. Mr. Cunningham did not respond to the notice of hearing.

ISSUE:

At issue in this matter is whether Mr. Cunningham refused suitable work with Hawkeye Lawn Care, Inc.

FINDINGS OF FACT:

Having heard the testimony of the witness and having reviewed all of the evidence in the record, the administrative law judge finds: Mr. Cunningham began working for Hawkeye Lawn Care, Inc. in July of 2008. He worked full time as an assistant in landscaping. During the winter months, he performed snow removal as needed. He last worked on or about February 14, 2009.

On March 27, a voice message was left on Mr. Cunningham's cell phone recalling him to work effective March 30. He did not return the phone call or report for work on March 30. The employer again left a voice message for him on March 30 but there was no return call. When the employer did not hear from him, a letter was sent on April 2 advising that he no longer had employment with Hawkeye Lawn Care, Inc.

REASONING AND CONCLUSIONS OF LAW:

Mr. Cunningham was recalled to work but failed to appear. He was being recalled to the same work he performed prior to the seasonal layoff. It is concluded, therefore, that the work was suitable work within the meaning of Iowa Code section 96.5(3)a. Mr. Cunningham did not participate in the hearing to explain why he failed to return to work for Hawkeye Lawn Care, Inc.

Inasmuch as the evidence of record does not establish any good cause for the refusal, it was a disqualifying event.

No overpayment results from this reversal of the prior allowance as Mr. Cunningham has not been paid benefits on his claim.

DECISION:

The representative's decision dated April 15, 2009, reference 07, is hereby reversed. Mr. Cunningham refused recall to Hawkeye Lawn Care, Inc. without good cause. Benefits are withheld until he has worked in and been paid wages for insured work equal to ten times his weekly job insurance amount, provided he is otherwise eligible.

Carolyn F. Coleman
Administrative Law Judge

Decision Dated and Mailed

cfc/pjs