

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

JONATHAN MCCHESENEY
2707 WAUKON AVE
SOMERS IA 50586

CARVER MOTORS INC
PO BOX 153
ROCKWELL CITY IA 50579-0153

CHAMPION CHRYSLER CENTER
PO BOX 153
ROCKWELL CITY IA 50579-0153

Appeal Number: 05A-UI-07666-SWT
OC: 06/19/05 R: 01
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 96.5-3-a - Failure to Accept Suitable Work
Section 96.4-3 - Able to and Available for Work

STATEMENT OF THE CASE:

The employer appealed an unemployment insurance decision dated July 20, 2005, reference 01, that concluded the claimant was not subject to disqualification for failing to accept an offer of work. A telephone hearing was held on August 11, 2005. The parties were properly notified about the hearing. The claimant participated in the hearing. Darin Putney and Joe Burger participated in the hearing on behalf of the employer.

FINDINGS OF FACT:

The claimant worked full time as a technician for Carver Motors Inc. from May 1993 to June 17, 2005. Carver Motors Inc. was a car dealership in Rockwell City, Iowa. His rate of pay was \$15.00 per hour plus commissions and Carver Motors paid the premium for his health insurance coverage.

Effective June 18, 2005, the owner of Carver Motors Inc. sold the business to Darin Putney and Joe Burger, who opened the business under the name Champion Chrysler Center. On June 13, 2005, the claimant and other employees were informed about the sale of the business. On June 14, 2005, Putney and Burger notified employees, including the claimant, that they were required to complete an employment application and be interviewed to be considered for positions with Champion Chrysler Center. After completing the application, the claimant met with Putney and Burger on June 17. He was offered a job to start on June 20 as a technician at the initial offer of \$17.00 per hour, which was later raised to \$19.00 per hour. Putney and Burger were not able to offer any definite terms regarding insurance, because they had not finalized the health insurance plan yet. The claimant told Putney and Burger that he would let them know by June 20 as to whether he was accepting the offer.

The claimant declined the offer of work because he felt the fringe benefits were not final and he had heard that Putney was hard to work for. The claimant did not contact the employer to let them know that he was not accepting the job, which the employer understood to be a refusal of the offer.

The claimant filed a new claim for unemployment insurance benefits with an effective date of June 19, 2005. The claimant's benefit year is from June 19, 2005, to June 18, 2006. The claimant has been available for and looking for other employment.

REASONING AND CONCLUSIONS OF LAW:

The issue in this case is whether the claimant is subject to disqualification for failing to accept an offer of suitable work without good cause.

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 unemployment insurance rules provide that for a disqualification under Iowa Code section 96.5-3-a to be imposed, "Both the offer of work or the order to apply for work and the claimant's accompanying refusal must occur during the individual's benefit year." In this case, the claimant would not be subject to disqualification because the offer of work was made before the start of his benefit year, which was on June 19, 2005. Under the rules, there is no jurisdiction to disqualify the claimant based on the offer of work made before the start of his benefit year. There is no evidence that the employer contacted the claimant on June 19 or afterward with an offer of work.

The issue in this case is whether the claimant is able to work, available for work, and earnestly and actively seeking work as required by the unemployment insurance law in Iowa Code section 96.4-3. The evidence establishes that although the claimant turned down the job with Champion Chrysler Center, he has been able to and available for work.

DECISION:

The unemployment insurance decision dated July 20, 2005, reference 01, is affirmed. The claimant is qualified to receive unemployment insurance benefits, if he is otherwise eligible.

saw/kjw