

**IOWA WORKFORCE DEVELOPMENT  
UNEMPLOYMENT INSURANCE APPEALS**

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

**KATIE D HUFF**  
Claimant

**APPEAL NO. 09A-UI-08591-NT**

**ADMINISTRATIVE LAW JUDGE  
DECISION**

**SEDONA STAFFING SERVICE LLC**  
Employer

**Original Claim: 04/26/09  
Claimant: Appellant (2)**

Section 96.4-3 – Able and Available for Work  
Section 96.5-3-a – Refusal of Offer of Work

**STATEMENT OF THE CASE:**

The claimant filed a timely appeal from the representative's decision dated June 8, 2009, reference 02, that denied benefits, finding that the claimant refused to accept suitable work on May 5, 2009. After due notice was issued, a telephone conference hearing was scheduled for and held on July 1, 2009. The claimant participated personally. The employer participated by Colleen McGuinty, representative, and Lindsay McGowan, former branch manager.

**ISSUE:**

The issue is whether the claimant is able and available for work and whether the claimant refused an offer of suitable work.

**FINDINGS OF FACT:**

The administrative law judge, having heard the testimony of the witnesses and having considered the evidence in the record, finds: The employer made an offer of work to the claimant on May 5, 2009. That offer included the following terms: The offer was for a temporary assignment at Verner Research Group doing outbound telephone surveys at \$10.00 per hour. The assignment was for the remainder of the week and possibly the following week. Although the pay per hour was suitable based upon the claimant's average weekly wage paid during the highest quarter of her base period, the claimant rejected the offer, as she had not agreed to or requested to be assigned to "temporary work." At all times, the claimant had indicated to Sedona Staffing that she wished to accept only "match to hire" assignments that might lead to permanent employment. The claimant was most recently employed directly by Sedona Staffing until she had been laid off due to lack of work. The claimant desired to find a permanent position and subsequently did so with another employer.

**REASONING AND CONCLUSIONS OF LAW:**

For the reasons that follow, the administrative law judge concludes that: The claimant did not refuse a suitable offer of work.

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 was not the type of assignment that the parties had agreed would be acceptable to the claimant. The evidence in the record establishes that Ms. Huff had only desired "match to hire" assignments that could lead to permanent employment and had not accepted temporary assignments of shorter or very-limited duration in the past. The temporary staffing agency was aware of the type of employment that Ms. Huff was seeking, as the claimant had been previously directly employed by Sedona in a permanent position that had resulted from a "match to hire" assignment.

The administrative law judge concludes, based upon the evidence in the record, that the claimant is able and available for work and was actively seeking assignments that could lead to

permanent employment and has successfully found permanent employment at the time of hearing. The administrative law judge concludes the claimant did have a good-cause reason for the refusal. Thus, benefits are allowed.

**DECISION:**

The June 8, 2009, reference 02, decision is reversed. The claimant did have a good-cause reason for the refusal. Thus, benefits are allowed, provided the claimant meets all other eligibility requirements of Iowa law.

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Terence P. Nice  
Administrative Law Judge

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Decision Dated and Mailed

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