

**IOWA WORKFORCE DEVELOPMENT
UNEMPLOYMENT INSURANCE APPEALS**

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

TESSA A SIGWARTH
Claimant

APPEAL NO. 11A-UI-07903-CT

**ADMINISTRATIVE LAW JUDGE
DECISION**

AUREUS MEDICAL GROUP
Employer

**OC: 05/01/11
Claimant: Respondent (1)**

Section 871 IAC 24.26(19), (22) – Employment for Specific Term

STATEMENT OF THE CASE:

Aureus Medical Group (AMG) filed an appeal from a representative's decision dated June 7, 2011, reference 01, which held that no disqualification would be imposed regarding Tessa Sigwarth's separation from employment. After due notice was issued, a hearing was held by telephone on July 12, 2011. The employer participated by Jean Ackerman, branch manager. Exhibits One and Two were admitted on the employer's behalf. Ms. Sigwarth did not respond to the notice of hearing.

ISSUE:

At issue in this matter is whether Ms. Sigwarth was separated from employment for any disqualifying reason.

FINDINGS OF FACT:

Having heard the testimony and having reviewed all of the evidence in the record, the administrative law judge finds: Ms. Sigwarth began working for AMG on March 21, 2011 as a registered nurse. The employer is a staffing agency that provides nursing placements throughout the United States. Ms. Sigwarth accepted an assignment with Select Specialty Hospital in Phoenix, Arizona, that was to run from March 21 through April 27, 2011. On March 30, she was given the opportunity to extend the assignment by five weeks but declined, as she wanted to return to her home in Iowa.

On May 11, Ms. Sigwarth was offered an assignment in Colorado but declined it because it was too far from home. The assignment was to start on May 22 and paid \$27.00 per hour for a 36-hour workweek. She subsequently returned to an assignment with Select Specialty Hospital in Phoenix on May 16, 2011. The average weekly wage paid to Ms. Sigwarth during that quarter of her base period in which her wages were highest was in excess of \$999.99.

REASONING AND CONCLUSIONS OF LAW:

Ms. Sigwarth was hired for placement in temporary nursing assignments. She accepted an assignment to work for Select Specialty Hospital from March 21 through April 27, 2011. She

completed the term for which she was hired. Although the employer sought to extend the assignment, she was not obligated to work beyond the agreed on time frame. Where an individual is hired for a specific period of time and works until this time period has elapsed, the separation is not a disqualifying event. See 871 IAC 24.26(22).

Ms. Sigwarth did decline work on May 11, 2011, the second week after filing her claim for job insurance benefits effective May 1, 2011. Work offered during the first five weeks of unemployment must pay at least 100 percent of the average weekly wage paid during that quarter of the base period in which the individual's wages were highest. In the case at hand, the work had to pay at least \$999.99 per week in order to be considered suitable work within the meaning of Iowa Code section 96.5(3)a. The work offered to Ms. Sigwarth on May 11 only paid \$972.00 per week (\$27.00/hour x 36 hours/week). Therefore, the work was not suitable work within the meaning of the law. As such, no disqualification may be imposed for the refusal.

DECISION:

The representative's decision dated June 7, 2011, reference 01, is hereby affirmed. Ms. Sigwarth was separated from AMG on April 27, 2011 for no disqualifying reason. Benefits are allowed, provided she is otherwise eligible.

Carolyn F. Coleman
Administrative Law Judge

Decision Dated and Mailed

cfc/kjw