

Solutions, Inc., a temporary placement service, on August 4, 2005. He was assigned to work full time for Apla, Inc. It was a long-term assignment and could have resulted in regular, full-time employment with Apla, Inc. On August 16, Mr. Starbuck gave notice that he would be taking time from work due to a death in the family.

On September 2, a message was left for Mr. Starbuck. He returned the call and was advised that the work at Apla, Inc. was still available. Mr. Starbuck did not return to work at that point but did ask about the availability of work with other client companies. On September 9, another message was left for Mr. Starbuck asking whether he would be returning to the assignment with Apla, Inc. Mr. Starbuck did not return the call and was, therefore, deactivated as of September 20, 2005.

Mr. Starbuck did not return to his assignment due, in part, to the hours required. He knew when he accepted the assignment that it involved three 12-hour days. Because he is a full-time student, he can only work approximately 28 hours each week. He also failed to return because he felt the work aggravated his carpal tunnel syndrome. He had not notified the employer that he was experiencing medical problems as a result of the work he was performing.

#### REASONING AND CONCLUSIONS OF LAW:

At issue in this matter is whether Mr. Starbuck was separated from employment for any disqualifying reason. He was hired for placement in temporary work assignments. An individual so employed must complete the last assignment in order to avoid the voluntary quit provisions of the law. See 871 IAC 24.26(19). Mr. Starbuck did not complete his last assignment. He left the job on August 16 because of a death in the family but did not thereafter return. He knew the assignment with Apla, Inc. was still available as of September 9 but did not accept the offer to be returned. Because he did not complete the assignment, his separation is considered a voluntary quit.

An individual who voluntarily quits employment is disqualified from receiving job insurance benefits unless the quit was for good cause attributable to the employer. Iowa Code section 96.5(1). Part of Mr. Starbuck's reason for not completing his assignment concerned the work hours. However, he knew when he accepted the assignment what hours he would be working. The fact that the hours no longer worked for him was not a cause attributable to the employer for quitting. Mr. Starbuck also quit because the work aggravated his carpal tunnel syndrome. However, he had not notified the employer that he had a medical condition that needed to be accommodated in order for him to remain in the employment. Therefore, he deprived the employer of the opportunity to address and resolve the issue. See Suluki v. Employment Appeal Board, 503 N.W.2d 402 (Iowa 1993).

For the reasons stated herein, the administrative law judge concludes that Mr. Starbuck voluntarily quit his employment for no good cause attributable to the employer. Accordingly, benefits are denied.

The issue of Mr. Starbuck's availability for work has been raised. He filed his claim for job insurance benefits effective August 28, 2005. He has been available for work, as required by Iowa Code section 96.4(3), at all times since filing his claim.

DECISION:

The representative's decision dated September 22, 2005, reference 01, is hereby affirmed as to result. Mr. Starbuck voluntarily quit his employment with Team Staffing Solutions, Inc. for no good cause attributable to the employer. Benefits are withheld until such time as he has worked in and been paid wages for insured work equal to ten times his weekly job insurance benefit amount, provided he satisfies all other conditions of eligibility.

cfc/kjw