

**BEFORE THE  
EMPLOYMENT APPEAL BOARD  
Lucas State Office Building  
Fourth floor  
Des Moines, Iowa 50319**

---

**CORY L MILLER**

Claimant

and

**CENTRAL IOWA KFC INC**

Employer

:  
:  
:  
:  
:  
:  
:  
:  
:

**HEARING NUMBER: 21B-UI-15726**

**EMPLOYMENT APPEAL BOARD  
DECISION**

**NOTICE**

**THIS DECISION BECOMES FINAL** unless (1) a **request for a REHEARING** is filed with the Employment Appeal Board within **20 days** of the date of the Board's decision or, (2) a **PETITION TO DISTRICT COURT IS FILED WITHIN 30 days** of the date of the Board's decision.

A **REHEARING REQUEST** shall state the specific grounds and relief sought. If the rehearing request is denied, a petition may be filed in **DISTRICT COURT** within **30 days** of the date of the denial.

**SECTION: 96.5-1**

**DECISION**

**UNEMPLOYMENT BENEFITS ARE ALLOWED IF OTHERWISE ELIGIBLE**

The Employer appealed this case to the Employment Appeal Board. The members of the Employment Appeal Board reviewed the entire record. The Appeal Board, one member dissenting, finds the administrative law judge's decision is correct. The administrative law judge's Findings of Fact and Reasoning and Conclusions of Law are adopted by the Board as its own. The administrative law judge's decision is **AFFIRMED**.

---

James M. Strohman

---

Ashley R. Koopmans

**DISSENTING OPINION OF MYRON R. LINN:**

After a complete review with audio testimony, I respectfully disagree with the majority decision regarding the granting of benefits to the Claimant.

It is understood that the Claimant worked long hours and had a difficult time finding candidates to hire additional employees. The Claimant had been working for this Employer for over 20 years, and the demanding work schedule for the Claimant, along with additional compensation with hours over 40 in the week, was not new and had been in place for a relatively long time.

The Claimant gave his two-week advance resignation notice on March 21, 2021, with a prospective last day of work on April 04, 2021. The Employer then offered a different arrangement for the Claimant that would include a higher salary, work as a “floating” manager at other restaurant locations, but without additional compensation over 40 hours per week and no reimbursement for travel. The Claimant had delivered his resignation and his previous position had been filled, and until his resignation, the Claimant could have continued in his previous role with the same “Contract of Hire”.

The Claimant declined the offer for the new arrangement, but it was his decision to walk away from the previous arrangement. Therefore, the timing of these events would show that this is a Voluntary Quit not attributable to the Employer under the argument that it was a change in the Contract of Hire.

For this reason, I find that the administrative law judge decision should be reversed and deny benefits to the Claimant until such time he has worked in and was paid wages for insured work equal to ten times his weekly benefit amount, provided he is otherwise eligible. See, Iowa Code section 96.5(1)”g”.

---

Myron R. Linn

AMG/fnv