

**IOWA WORKFORCE DEVELOPMENT
UNEMPLOYMENT INSURANCE APPEALS BUREAU**

BRANDI REGLEIN VAUGHN
Claimant

ASB SPORTS ACQUISITION INC
Employer

APPEAL 20A-UI-09337-J1-T

**ADMINISTRATIVE LAW JUDGE
DECISION**

OC: 05/31/20
Claimant: APPELLANT (2)

Iowa Code § 96.5(1) – Voluntary Quitting

STATEMENT OF THE CASE:

On August 5, 2020, the claimant filed an appeal from the July 27, 2020, (reference 01) unemployment insurance decision that denied benefits based on voluntary quit. The parties were properly notified about the hearing. A telephone hearing was held on September 16, 2020. Claimant participated. Employer participated through Peg Sanders, Human Resources Director.

ISSUE:

Did claimant have good cause attributable to the employer for quitting employment?

FINDINGS OF FACT:

Having reviewed all of the evidence in the record, the administrative law judge finds: Claimant began working for employer on January 1, 1999. When claimant was hired she worked for a company called The Graphic Edge. In 2019 ASB Sports Acquisition, Inc. (ASB) purchased The Graphic Edge. Claimant last worked as a full-time Director of Digital Details. Claimant was separated from employment on August 18, 2019, when claimant resigned. A few days after ASB purchase of The Graphic Edge, claimant was called into a meeting with the CEO Bill Schankleberg to discuss her position. With The Graphic Edge claimant was earning around \$75,000.00 plus benefits per year. Mr. Schankleberg offered claimant a job in graphic production that would pay between \$12.00 to \$18.00 dollars per hour. Claimant would no longer be in management. Claimant did not accept the job offer.

REASONING AND CONCLUSIONS OF LAW:

Iowa Admin. Code r. 871-24.26(1) provides:

Voluntary quit with good cause attributable to the employer and separations not considered to be voluntary quits. The following are reasons for a claimant leaving employment with good cause attributable to the employer:

(1) A change in the contract of hire. An employer's willful breach of contract of hire shall not be a disqualifiable issue. This would include any change that would jeopardize the worker's safety, health or morals. The change of contract of hire must be substantial in nature and could involve changes in working hours, shifts, remuneration, location of employment, drastic modification in type of work, etc. Minor changes in a worker's routine on the job would not constitute a change of contract of hire.

The evidence shows a substantial change in claimant's contract of hire. The shift from management to production worker and the huge reduction in wages are substantial changes in claimant's contract of hire. I find claimant has good cause attributable to her employer for quitting her employment.

DECISION:

Regular Unemployment Insurance Benefits Under State Law

The July 27, 2020, (reference 01) unemployment insurance decision is reversed. Benefits are payable, provided claimant is otherwise eligible.



James F. Elliott
Administrative Law Judge

September 18, 2020
Decision Dated and Mailed

je/scn