

**IOWA WORKFORCE DEVELOPMENT  
UNEMPLOYMENT INSURANCE APPEALS**

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

**DAVID A FIELD**  
Claimant

**APPEAL NO. 13A-UI-13116-JTT**

**ADMINISTRATIVE LAW JUDGE  
DECISION**

**ADT LLC**  
Employer

**OC: 11/03/13**  
**Claimant: Appellant (2)**

Section 96.5(1) – Voluntary Quit

**STATEMENT OF THE CASE:**

David Field filed a timely appeal from the December 2, 2013, reference 01, decision that allowed benefits during a quit notice period of October 20, 2013 through November 2, 2013, but that disqualified him for benefits thereafter based on an agency conclusion that he had voluntarily quit without good cause attributable to the employer. After due notice was issued, a hearing was held on December 17, 2013. Mr. Field participated. The employer did not respond to the hearing notice instructions to provide a telephone number for the hearing and did not participate.

**ISSUES:**

Whether Mr. Field's voluntary quit was for good cause attributable to the employer.

Whether Mr. Field is eligible for benefits during the notice period based on the employer's decision to end the employment prior to the effective quit date.

**FINDINGS OF FACT:**

Having reviewed all of the evidence in the record, the administrative law judge finds: David Field was employed by ADT, L.L.C., as a full-time, straight-commission, security system salesperson from February 2013 until October 21, 2013. On October 21, 2013, Mr. Field notified the employer that he was quitting the employment and provided November 1, 2013 as his last day. Later that same day, the employer notified Mr. Field that the employer was ending the employment that day.

Mr. Field quit due to several issues, including some that worsened during the last month of his employment after Travis Peterson became Sales Manager and Mr. Field's immediate supervisor. Mr. Peterson was located in Omaha. Mr. Field was headquartered in Des Moines. The final incident that triggered Mr. Field's quit notice on October 21, 2013 concerned a comment that Mr. Peterson made at a sales staff meeting on the morning of October 21, 2013. Mr. Peterson participated in the meeting by telephone. Mr. Field and coworkers participated from the Des Moines office. During the meeting, Mr. Peterson told Mr. Field that if he did not close a deal with one of the two prospective clients Mr. Field had been working with that

Mr. Peterson would have Mr. Field in the office the following Saturday making telephone calls to prospective clients. In other words, Mr. Peterson threatened Mr. Field with a form a punishment or discipline if he failed to make the sale. At the time, Mr. Peterson was aware that one of the prospective deals had already cancelled out. Shortly after the meeting, Mr. Peterson called Mr. Field and withdrew the threatened Saturday work. From the time that Mr. Peterson had become Mr. Field's immediate supervisor, Mr. Peterson had made more than a dozen threats to end Mr. Field's employment if he did not meet Mr. Peterson's sales expectations. Mr. Field had been successful in selling the employer's product, but had not used the hard sell tactics that Mr. Peterson espoused.

In making the decision to leave the employment, Mr. Field took into consideration the several instances in which he had sold a security system to a customer only to be told by the employer's installation crew that the system could not be installed due to the customer not having a landline telephone or some other issues. Mr. Field had run into this obstacle more than 10 times during the course of his employment and had most recently run into the issue about a month before he quit. In connection with the final incident, Mr. Field had requested a different installation tech make a second attempt at an install. Mr. Field went along to assist. The second installation technician was able to install the system without an issue. Because Mr. Field worked on straight commission, every time the installation crew asserted it was unable to install the system Mr. Field had sold, Mr. Field would lose his commission on the sale. Mr. Field had followed up with an installation crew supervisor and had been told there were other means of installing a system even where the customer lacked a landline phone. When Mr. Field raised this issue with the installation crew leader, that person asserted that Mr. Field should not listen to the supervisor and that the supervisor did not know what they were talking about.

In making the decision to end the employment, Mr. Field considered other issues with getting his commission. Mr. Field was unaware that he needed to complete a commission change form when he sold an upgrade or add-on to a system initially sold by an authorized independent dealer to ensure that he received his 15 percent commission on the sale. The employer had not told Mr. Field of this. When Mr. Field learned of the issue toward the end of his employment, the general manager told Mr. Field that Mr. Field would have to investigate and correct the matter on his own because the sales manager and the general manager were too busy. Mr. Field's concern about not knowing about the commission adjustment process tied in with the general lack of training provided by the employer. Mr. Field found that he generally had to train himself of his sales responsibilities.

## **REASONING AND CONCLUSIONS OF LAW:**

Iowa Code section 96.5-1 provides:

An individual shall be disqualified for benefits:

1. Voluntary quitting. If the individual has left work voluntarily without good cause attributable to the individual's employer, if so found by the department.

In general, a voluntary quit requires evidence of an intention to sever the employment relationship and an overt act carrying out that intention. See Local Lodge #1426 v. Wilson Trailer, 289 N.W.2d 698, 612 (Iowa 1980) and Peck v. EAB, 492 N.W.2d 438 (Iowa App. 1992). In general, a voluntary quit means discontinuing the employment because the employee no longer desires to remain in the relationship of an employee with the employer. See 871 IAC 24.25.

Quits due to intolerable or detrimental working conditions are deemed to be for good cause attributable to the employer. See 871 IAC 24.26(4). The test is whether a reasonable person would have quit under the circumstances. See Aalbers v. Iowa Department of Job Service, 431 N.W.2d 330 (Iowa 1988) and O'Brien v. Employment Appeal Bd., 494 N.W.2d 660 (1993). Aside from quits based on medical reasons, prior notification of the employer before a resignation for intolerable or detrimental working conditions is not required. See Hy-Vee v. EAB, 710 N.W.2d (Iowa 2005).

The employer did not participate in the hearing, so the evidence in the record is limited to the testimony provided by Mr. Field. Mr. Field had identified a sufficient number of issues with the employment to indicate working conditions that a reasonable person would find intolerable and that would prompt a reasonable person to leave the employment. These issues included multiple obstacles to receive commissions he had earned for sales made. These included repeated threats from the new supervisor that his employment would be ended if he did not meet that sales manager's expectations and use the sales manager's hard sell tactics. These included the threat uttered during the final staff meeting, wherein the supervisor threatened to make Mr. Field work on a Saturday if he did not make a particular sale. Either the supervisor himself or someone else with influence on the sales manager recognized the inappropriateness of that comment and the supervisor backtracked on the threat shortly after it was uttered.

The weight of the evidence indicates that Mr. Field's decision to quit was not based on a mere personality conflict with a supervisor or on general dissatisfaction with the work environment. It was based instead on intolerable working conditions and, therefore, was for good cause attributable to the employer. Accordingly, Mr. Field is eligible for benefits, provided he is otherwise eligible. The employer's account may be charged for benefits paid to Mr. Field.

**DECISION:**

The Agency representatives December 2, 2013, reference 01, decision is reversed. The claimant quit the employment for good cause attributable to the employer. The quit was effective November 1, 2013. The claimant is eligible for benefits, provided he is otherwise eligible. The employer's account may be charged for benefits paid to the claimant.

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James E. Timberland  
Administrative Law Judge

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Decision Dated and Mailed

jet/pjs