

**American Automobile Association, Wisconsin Division and Association of American Automobile Association Sales Representatives, Petitioner.** Case 30-RC 3473

June 4, 1979

DECISION AND DIRECTION OF ELECTIONS

BY MEMBERS PENELLO, MURPHY, AND TRUESDALE

A petition in the instant proceeding was duly filed under Section 9(c) of the National Labor Relations Act, as amended. As part of the settlement agreement in an unfair labor practice proceeding involving the same parties as those involved herein, the parties stipulated and agreed that all representation questions raised by the petition in this proceeding would be determined on the basis of the record and exhibits previously submitted in Case 30-RC-3233, with the parties reserving only the right to advise the Board by letter (not brief) of any change in their previously stated unit positions.<sup>1</sup> Subsequently, pursuant to Section 102.67 of the National Labor Relations Board Rules and Regulations and Statements of Procedures, Series 8, as amended, and by direction of the Regional Director for Region 30, this case was transferred to the National Labor Relations Board for decision. Thereafter, a letter, as permitted under the terms of the settlement agreement, was submitted by the Employer and a reply letter was submitted by the Petitioner.

Pursuant to the provisions of Section 3(b) of the National Labor Relations Act, as amended, the National Labor Relations Board has delegated its authority in this proceeding to a three-member panel.

The Board has reviewed the Hearing Officer's rulings made at the hearing in Case 30-RC-3233 and finds that they are free from prejudicial error. They are hereby affirmed.

Upon the entire record in Case 30-RC-3233, including the briefs filed therein, the stipulation noted above, and the letters of position filed thereafter, the Board finds:

1. The Employer, American Automobile Association, Wisconsin Division, is engaged in commerce within the meaning of the Act and it will effectuate the purposes of the Act to assert jurisdiction herein.

<sup>1</sup> In the earlier representation proceeding in Case 30-RC-3233, a petition was duly filed by the Petitioner on October 27, 1977, and a hearing was thereafter held on various dates from November 16 to December 13, 1977. Following the hearing, the case was transferred to the Board for decision. Before the Board issued its decision, a request to withdraw the petition was filed and, on May 10, 1978, the Board granted this request with 6 months' prejudice to the filing of a new petition. The Board denied a request to reinstate this petition on November 14, 1978. Thereafter, the instant petition was timely filed.

2. At the hearing in the initial representation proceeding, the Employer contended that the Petitioner, Association of American Automobile Association Sales Representatives, is not a labor organization as defined by the Act. Specifically, the Employer emphasized that the Petitioner does not have a written constitution or bylaws and has not yet collected dues or initiation fees, expenses having been financed by voluntary donations. However, despite this lack of formality in its structure, the Petitioner may still be a labor organization within the broad meaning given that phrase in Section 2(5) of the Act.<sup>2</sup> In this regard, the Petitioner, which was newly organized at the time of the hearing, held a meeting in which its members, the Employer's employees, elected a slate of officers, discussed their common grievances, and evidenced an unequivocal intention to bargain collectively with the Employer over their wages, hours, and other terms and conditions of employment. Accordingly, we find that the Petitioner is a labor organization within the meaning of Section 2(5) of the Act.<sup>3</sup>

3. A question affecting commerce exists concerning the representation of certain employees of the Employer within the meaning of Section 9(c)(1) and Section 2(6) and (7) of the Act.

4. The Employer is an automobile club with its administrative headquarters located in Madison, Wisconsin, and with 19 district offices located throughout the State. For administrative purposes, these district offices are grouped into four regions of Wisconsin: northeast, northwest, southeast, and southwest. The Employer's principal function is to provide its members with routing maps, emergency road service, bail bond service, and travel information. It also offers casualty, automobile, fire, homeowner's, and boat insurance. Sales representatives operate out of the dis-

<sup>2</sup> See, e.g., *Advance Industrial Security, Inc.*, 225 NLRB 151 (1976); *Yale University*, 184 NLRB 860 (1970).

<sup>3</sup> Following the filing of the instant petition, the Employer filed a letter with the Board claiming, for the first time, that the Petitioner should not be afforded the status of a labor organization under the Act because of an alleged schism existing within its board of directors. As noted above, pursuant to a stipulation between the parties, the record (including the briefs and exhibits) from the earlier representation proceeding constitutes the entire record herein, with the parties reserving "only the right to advise the Board by letter of any change in their previously stated unit positions [Emphasis supplied]." Here, the Employer seeks to raise a nonunit issue based on facts which arose after the earlier representation case hearing. As this matter, as alleged, was known to the Employer at the time it agreed to the stipulation, it cannot now avoid that agreement by presenting an issue which is not contained in the stipulated record and is not limited to the unit issues addressed in that earlier proceeding. See, e.g., *Charles T. Joyce, d/b/a International Kitchens*, 189 NLRB 79 (1971). Accordingly, by the terms of the stipulation, the Employer is barred from raising this matter.

Moreover, even were we to pass on the sufficiency of the Employer's contention, we would deny it as lacking in merit. The facts, as alleged, merely raise the existence of an internal union dispute, the nature of which does not negate the Petitioner's status as labor organization under the Act. It is sufficient that the Petitioner is an organization in which the employees participate and which exists for the purpose of dealing with the Employer concerning wages, hours, and other terms and conditions of employment. *Alto Plastics Manufacturing Corporation*, 136 NLRB 850 (1962).

trict offices, selling club memberships and various insurance policies. They are compensated on a commission basis. Most of their selling is done on the road, but they are periodically assigned, on a rotating basis, to operate inside their offices in order to handle "walk-in" customers.

The Petitioner seeks a single unit of all sales representatives at the Employer's two district offices in Milwaukee, designated as Milwaukee North and Milwaukee South. The Employer contends that the smallest appropriate unit is one that would include all sales representatives in the Employer's southeast region, which consists of the two Milwaukee offices, and offices in Racine, Kenosha, and Waukesha, Wisconsin. The Employer would also include certain other employees—part-time sales representatives, sales secretaries, cashiers, assistant underwriters, and insurance raters—whose work, it asserts, is related to that of the sales representatives. The Petitioner would exclude these employees from the unit.<sup>4</sup>

In support of its contention that only a regionwide unit is appropriate, the Employer emphasizes recent administrative changes in its organization which demonstrate regional control over the five district offices in southeast Wisconsin. The Petitioner argues that the facts relied on by the Employer are outweighed by the day-to-day autonomy that continues to exist at the district office level.

In two prior decisions within the past 11 years, we have found appropriate requested units covering only the district sales representatives, and certain other employees, at the Employer's Milwaukee sales offices. First, in 1968, we directed an election in a unit of sales representatives and floor salesmen at the Employer's then-single Milwaukee district sales office, rejecting the Employer's contention that the only appropriate unit must include sales representatives in other district offices throughout the State.<sup>5</sup> In finding that the presumption favoring appropriateness of the single district unit had not been rebutted, we emphasized that the Milwaukee office was separately supervised; the sales force in the Milwaukee office operated in its own distinct geographic area; and there was virtually no transfer of agents between district offices. Two years later, the Employer opened a second sales office in Milwaukee (herein referred to as Milwaukee South), and a petition was filed seeking to represent the sales representatives at both Milwaukee offices.<sup>6</sup>

<sup>4</sup> The Employer has another district office in the southeast region referred to as Milwaukee Downtown. However, no sales representatives or sales-related personnel work at this location. Thus, the Employer does not contend that there are any employees in this office who should be included within the appropriate unit.

<sup>5</sup> *American Automobile Association, Wisconsin Division*, 172 NLRB 1276 (1968).

<sup>6</sup> *American Automobile Association, Wisconsin Division*, 183 NLRB 48 (1970).

The Employer contended then, as it does now, that changes made in its operations since 1968 reduced the autonomy and independence of each district office and, as a result, warranted the finding that the only appropriate unit consisted of the five district offices in the southeast area (two in Milwaukee, and one each in Racine, Kenosha, and Waukesha). Upon examining these changes, we noted that, while the district managers in Milwaukee were, unlike before, now answerable to a person entitled "sales supervisor in the southeast area," the other three district offices in this area continued to be run by district managers who had considerable autonomy and were only answerable to the main office in Madison. And, having found that the two offices in Milwaukee continued to function as a single administrative entity,<sup>7</sup> and that there was infrequent transfer of agents among the five offices, we rejected the Employer's argument favoring a five-office unit and found the requested unit of Milwaukee sales representative appropriate.

In the instant proceeding, the Employer again opposes a requested unit of sales representatives at the two Milwaukee offices by contending once again that the five district offices in southeast Wisconsin constitute the only appropriate bargaining unit. According to the Employer, unlike the situation in 1970, when its southeast regional concept was in its infancy, it has in the past 5 years substantially modified its administrative structure, grouping the 19 district offices into the 4 regions noted above and withdrawing some of the authority that previously had been vested in the district managers and placing such authority in the hands of various regional supervisors. In this regard the record shows that at the time of the hearing, with the exception of the two Milwaukee district offices, district managers are no longer salaried employees. They operate on a commission basis, as do the sales representatives, and consequently spend much of their time out of the office selling club memberships and insurance policies. The district managers continue to perform routine administrative functions and, with respect to sales, they continue to oversee day-to-day office operations. While they no longer exert day-to-day control over such nonsales areas as emergency road service, bail bonding, and travel, these matters continue to be handled at the district level, being performed by various department supervisors.<sup>8</sup>

<sup>7</sup> The two offices served the same geographical areas as the single office had serviced; the Milwaukee South office was staffed by transfers from the Milwaukee North office; and the sales representatives at the two offices shared a common insurance "pot."

<sup>8</sup> Since the last proceeding in 1970, the two Milwaukee offices have not undergone the same administrative changes as the other district offices in the region. Instead of district managers, each Milwaukee office is under the direct control of a salaried sales supervisor who works inside the office on a full-time basis. Consequently, in contrast to the district managers, sales su-

(Continued)

In addition to the district manager's loss of authority in nonsales matters, many of their sales-related functions have been assumed by regional supervisors. Thus, Neil Murray, the southeast regional sales manager, has substantial authority over personnel decisions affecting all sales representatives in the five district offices. This includes the authority to hire, fire, transfer, and discipline employees. In recruiting new sales employees, Murray will instruct the district manager when to place an ad in the newspaper and, while Murray may not meet an applicant until the final interview, the hiring decision cannot be made without his approval. Additionally, Murray periodically implements regionwide policies by preparing and distributing memorandums and directives to the entire sales staff. In some of these personnel matters, particularly interviewing, Murray is assisted by George Hendricksen, assistant regional sales manager.<sup>9</sup>

Administratively, regional control is further exercised by Frank Karidis, southeast regional administrative services manager. While Karidis has no real input into the personnel decisions affecting sales representatives, he selects the sites and handles the leases for the five district offices; he procures all office equipment and furniture; he sets up contracting arrangements for janitorial and maintenance services; and he prepares the regional budget. He and Neil Murray rarely visit the district offices, but they maintain frequent telephone contact with them.

With respect to employee benefits, all such benefits, commissions, and salaries are determined by the Madison office and are uniform throughout the State. However, with regard to the Employer's periodic sales meetings, due to conflicting testimony which we cannot resolve, we are unable to determine whether such meetings occur on a regional or districtwide basis.<sup>10</sup>

In light of the above factors, the record would appear to support the appropriateness of the regionwide unit as argued by the Employer. However, notwithstanding the foregoing, we do not find these factors so compelling as to require a finding that the southeast region is the only appropriate unit. Rather, for the reasons set forth below, we find that each single dis-

trict office in the southeast region would also constitute an appropriate unit for bargaining.

pervisors have greater day-to-day authority over the sales operations in their respective offices. Both the sales supervisors and the district managers are answerable to the regional-level supervisors. Presently, Carl Kiefer, former district manager at Racine, is the sales supervisor at Milwaukee South. The same position at Milwaukee north is now vacant but, according to the Employer, Neil Murray, the southeast regional sales manager, plans to fill this vacancy soon.

<sup>9</sup> Southeast regional matters are not handled at a separate regional office. Southeast regional supervisors and their assistants are located at the Milwaukee North and Milwaukee South offices.

<sup>10</sup> Don Recosa, a sales representative of Milwaukee North, testified to the existence of annual statewide and periodic districtwide meetings. He recalled no meetings at the regional level. However, Neil Murray recalled holding two to three regional sales meetings during the year.

trict office in the southeast region would also constitute an appropriate unit for bargaining.

The record herein demonstrates that, despite the changes in the Employer's administrative structure, district managers still perform important managerial functions. They initially screen job applicants and have input into Murray's hiring decisions. They are also consulted on matters dealing with employee transfers and the relocation of district offices. And, while large office expenditures must be approved at the regional level, requests for such expenditures are made by the district manager on behalf of the district office. With respect to routine supplies involving small expenditures, district offices can order these supplies themselves. Similarly, the district office has its own bank account and makes its own deposits; employee requests for sick leave, vacation, and workmen's compensation must be made to the district manager before such requests are submitted to Murray and Karidis; work-related problems between sales representatives are discussed and resolved at the district level without regional intervention unless the district manager is unable to handle the matter; and district offices are fully expected to respond to emergency situations on their own.<sup>11</sup>

Furthermore, with respect to interchange—either permanent or temporary—throughout the region, the record shows only a minimal amount of employee transfer during the past 5 years. Indeed, Assistant Regional Sales Manager Hendricksen testified that the Employer has no formal policy of transferring sales employees on a regular basis. Of the transfers that have occurred, most have been the result of promotions. In a similar vein, in the course of the workday, sales representatives from the different districts rarely come into contact with each other. Each representative is given an assigned area of service and, as a general rule, does not stray beyond this area in order to make a sale.<sup>12</sup>

From the foregoing discussion and our review of the entire record, it is evident that the presumption favoring the appropriateness of the single district office unit has not been rebutted.<sup>13</sup> In this regard, in

<sup>11</sup> In this latter regard, Karidis, the southeast regional administrative services manager, testified that if, after a heavy snowfall, the snow clearance contractors failed to show up at a district office, he would expect that office to "grab the bull by the horns" and handle the situation.

<sup>12</sup> There are certain circumstances in which sales representatives receive a commission for making a sale to a customer who resides in another district's territory. However, such situations are limited to those where the customer makes the initial contact with the "foreign" district office. And, while the sales representative would receive the commission, he would not be eligible to receive a commission for the renewal of the policy. The policy would be transferred to a district office nearer the customer's home.

<sup>13</sup> See, e.g., *Dun & Bradstreet, Inc.*, 240 NLRB No. 16 (1979); *Bud's Food Stores, Inc., d/b/a Bud's Thrift-T-Wise*, 236 NLRB 1203 (1978); *Buehler's Food Markets, Incorporated*, 232 NLRB 785 (1977); *Pneumo Corporation, d/b/a P & C (Cross Co.)*, 228 NLRB 1443 (1977); *Allegheny Pepsi-Cola Bottling Company*, 216 NLRB 616 (1975).

order to overcome this presumption it must be shown that the day-to-day interests of the employees at one office location have merged with those of the employees at the other locations.<sup>14</sup> This the Employer has failed to establish. Day-to-day autonomy continues to exist at each Milwaukee office under the immediate supervision of a sales supervisor, as it does in the Racine, Kenosha, and Waukesha offices, under the immediate supervision of a district manager.<sup>15</sup> Furthermore, the sales force in each district office operates in its own distinct geographic area, and there is a lack of substantial interchange and communication among the sales representatives throughout the region.<sup>16</sup> For these reasons, together with the absence of any prior collective-bargaining history on a larger scale, and the fact that no other labor organization seeks to represent the employees in a broader unit, we conclude that each single district office in the southeast region constitutes an appropriate unit for collective bargaining.<sup>17</sup>

The Petitioner, however, seeks to combine two of these district offices, Milwaukee North and Milwaukee South, into one unit. While we have previously allowed two appropriate units to merge their separate identities into a larger unit, the resultant unit should encompass all similarly situated units in order to present some geographic or administrative coherence.<sup>18</sup> In excluding the sales representatives in Racine, Kenosha, and Waukesha, the Petitioner's unit request fails to meet this standard. A combined unit of Milwaukee offices does not encompass a cogent grouping that can be justified on the basis of geographic considerations. The distances between all five district offices range from 12 to 30 miles and, while the Milwaukee offices are only 12 miles apart, travel time to

and from all five offices is nearly identical. Nor can a cogent grouping be founded on SMSA statistics since Waukesha, one of the district offices sought to be excluded by the Petitioner, is considered to constitute part of the Milwaukee metropolitan area.<sup>19</sup> Furthermore, there is no special administrative connection between the Milwaukee offices to distinguish them from the district offices in Racine, Kenosha, and Waukesha. Each Milwaukee office is separately operated by its own sales supervisor; the insurance pot, which was formerly shared by the Milwaukee offices in dividing renewal commissions, is no longer in existence;<sup>20</sup> and, in its statewide production reports which record employee production totals, the Employer treats Milwaukee North and Milwaukee South as independent administrative entities.

Thus, in seeking a unit composed of only two of the five district offices in the Employer's southeast region, it is clear the Petitioner has asked for either too much or too little. We conclude that, if the Petitioner wishes to represent a unit composed of more than one district office, such unit must include *all* district offices in the southeast region. On the other hand, since we have found that the individual district offices are appropriate bargaining units here, and as the Petitioner primarily seeks to represent only the sales representatives employed in Milwaukee, we shall direct separate elections at the Employer's Milwaukee North and Milwaukee South offices.<sup>21</sup>

Turning to the question of unit composition, the Petitioner would exclude from the requested unit all sales secretaries, cashiers, insurance raters, and assistant underwriters. The Petitioner would also exclude certain part-time sales representatives. The Employer seeks to include all of the above employees.

With respect to the three part-time representatives at the Milwaukee North office, the Employer's argument for including these employees in the unit is well

<sup>14</sup> See, e.g., *Renzetti's Market, Inc.*, 238 NLRB 174 (1978).

<sup>15</sup> It is apparent from reviewing the record and briefs that, according to the parties, what is primarily at issue is the level of autonomy that continues to exist at each district office in the face of increasing control from the southeast region. In this respect, while the parties did not thoroughly contrast the day-to-day authority exercised by the sales supervisors at each Milwaukee office with the authority exercised by the district managers in the other three offices, it appears as though the sales supervisors are more entrenched in the day-to-day operations at their respective offices since they, unlike the district managers, do not spend any time out on the road selling memberships and insurance policies. As noted earlier, both the sales supervisors and the district managers are answerable to the regional supervisors. See fn. 8, *supra*.

<sup>16</sup> See *American Automobile Association*, 172 NLRB at 1277.

<sup>17</sup> This conclusion is not diminished by the fact that the district managers in Racine, Kenosha, and Waukesha are frequently away from the office engaged in selling activities. Routine operations in nonsales departments are still handled at the district level by various departmental supervisors. And, with regard to sales-related matters, the district manager's continuous presence in the office appears to be unnecessary since the sales representatives, the employees over whom the district manager has authority, also spend much of their time out of the office selling membership and insurance policies. As noted, this situation does not exist at the Milwaukee offices where immediate supervision is exercised by sales supervisors who do not engage in selling activities.

<sup>18</sup> See, e.g., *Marriott In-Flite Services, a Division of Marriott Corporation*, 192 NLRB 379 (1971); *State Farm Mutual Automobile Insurance Company*, 158 NLRB 925 (1966).

<sup>19</sup> See U.S. Bureau of the Census, "Statistical Abstract of the United States: 1977" (98th ed.) Washington, D.C., 1977. While neither party introduced such evidence at the hearing, we take administrative notice of these statistics.

<sup>20</sup> The relationship between the two Milwaukee offices is different today from the way it was in 1970 when we found that the two offices functioned as a single administrative unit. See *American Automobile Association, Wisconsin Division*, 183 NLRB 48 (1970). Then, the Milwaukee South office had recently opened in order to assume some of the workload in the Milwaukee area that had been exclusively handled by the Milwaukee North office. This southside office was largely staffed by employees from Milwaukee North, and the sales representatives to the two offices shared a common insurance pot from which they received commissions from the renewal of insurance policies. Nine years have passed since the southside office was opened, and we no longer consider it to be an administrative extension of Milwaukee North. The southside office does not look to Milwaukee North for its employees and, as noted above, the common insurance pot has been discontinued.

<sup>21</sup> At the hearing, the Petitioner indicated that it would represent any unit (or units) of employees that the Board found to be appropriate for collective bargaining.

taken.<sup>22</sup> All part-time representatives perform essentially the same function as the full-time representatives. Both groups of employees spend most of their time out in their territories engaged in selling activities;<sup>23</sup> each must meet a production quota and determine his or her own schedule to accomplish this goal (the part-time quota is one-half of the full-time quota); and both receive the same rate of commission. The part-timers work as many as 20 hours per week and, in some instances, the quantity of sales by part-time representatives has surpassed that of the full-time representatives. In addition, there has been substantial conversion of representatives from part-time to full-time and from full-time to part-time status. The part-time employees are also under the same supervision as the full-time employees, participate in the same sales contests, have the same probationary period, attend the same meetings, and, like the full-time representatives, are bonded. In light of these factors, we find that the part-time representatives are an important and productive segment of the Employer's work force and have a "substantial and continuing interest in the petitioned-for unit to be eligible to vote in a Board-conducted election."<sup>24</sup>

With respect to the three sales secretaries and the two cashiers, we find merit in the Petitioner's contention that they be excluded from the unit.<sup>25</sup> Sales secretaries are responsible, *inter alia*, for handling the telephones, answering customer inquiries about memberships, referring messages to the representatives regarding potential sales, and gathering records of delinquent policies which enable representatives to receive commissions on the renewals. By and large, these duties, although of great assistance to the sales representatives, are basically clerical in nature. The cashiers operate in a similar capacity. Their main responsibility, *inter alia*, is to receive all moneys from the sales representatives, check this amount against the receipts, record the transaction, and verify the accuracy of all forms. Given these job duties, we see no reason to alter our earlier decision in which we upheld the Petitioner's request to exclude such employees from the unit.<sup>26</sup> Then, as now, the sales secretaries and cashiers do not sell insurance or club memberships; they are paid a salary rather than a commis-

sion; they work inside rather than outside the office; and they do not participate in the Employer's sales membership training course.<sup>27</sup>

The remaining employees—assistant underwriters and insurance raters—are principally involved with the Employer's insurance operations. With respect to the two Milwaukee offices, Carol Thompson, an assistant underwriter, constitutes the entire insurance staff at Milwaukee South, and insurance raters Sue Vold and Patricia Reinosch constitute the entire insurance staff at Milwaukee North. Tom Haley, also located at Milwaukee North, is the southeast regional insurance manager and, as stipulated by both parties, is a supervisor under the Act. The raters and assistant underwriters are salaried employees who assist the representatives in the sale of memberships. They handle customer inquiries and quote premiums over the telephone; they receive and refer messages which aid a representative in making a sale; upon a customer's request they can alter a policy by changing the beneficiary, providing a medical rider, or making an endorsement; and, by maintaining customer files, they are able to keep the representatives informed of a customer's status.

In addition to the above, raters and assistant underwriters directly assist the sales representative who is assigned to sell *inside* the office.<sup>28</sup> Thus, when the representative is busy with a customer and a second customer arrives, a rater or assistant underwriter may answer that customer's inquiries until the representative is available. In fact, with respect to memberships the record indicates that on rare occasions a rater would even complete the sale, write up the membership, and credit the "on duty" representative with the commission. With respect to insurance policies, however, only the assistant underwriter—in this case Carol Thompson—is licensed to assist the representative by making the sale and drawing up the policy. In 1968, the first proceeding involving these same parties, these latter factors led us to conclude that certain employees, referred to then as floor salesmen, belonged in the unit along with the sales representatives.<sup>29</sup> At that time we held:

In view of the line of progression from sales representative to floor salesman, the frequent working contact between the two groups and their common supervision, we conclude that the floor salesmen should be included in the unit.<sup>30</sup>

<sup>22</sup> There are no part-time sales representatives at Milwaukee South. While the Employer also seeks to include the four part-timers at Racine and Kenosha, all employees at these offices have already been excluded under our unit scope determination.

<sup>23</sup> Unlike the full-time representatives, the part-timers do not sell insurance. However, the record indicates that the sale of insurance by full-time representatives constitutes only 20 percent of the Employer's business.

<sup>24</sup> *Farmers Insurances Group*, 187 NLRB 844, 847 (1971).

<sup>25</sup> The three sales secretaries are all located at the Milwaukee North office. There are no other sales secretaries employed in any district office in the southeast region. Of the two cashiers, one is located at Milwaukee North, the other at Milwaukee South. The Milwaukee South cashier also doubles as a sales secretary.

<sup>26</sup> *American Automobile Association*, 172 NLRB at 1277.

<sup>27</sup> The Petitioner also contends that Esther Piekarska, one of the three sales secretaries, is also a confidential employee and a supervisor within the meaning of the Act. Inasmuch as we have already excluded her as a sales secretary, we need not reach these other two contentions.

<sup>28</sup> As noted above, sales representatives mostly sell outside the office in a designated territory. However, in order to accommodate "walk-in" customers, a sales representative is periodically assigned to a floor sales desk inside the office.

<sup>29</sup> *American Automobile Association*, 172 NLRB at 1276.

<sup>30</sup> *Id.* at 1277.

The Employer contends that the duties previously exercised by the floor salesmen are now performed by assistant underwriters and raters who should similarly be included in any appropriate unit. We disagree.

Upon reviewing the entire record, it is apparent that assistant underwriters and raters have not assumed responsibilities identical to those of the former floor salesman. Rather, while today's insurance employees do, at times, directly assist the representatives with office sales, most of their duties, as noted above, are more closely akin to those of the sales secretaries.<sup>31</sup> Accordingly, the line of progression from sales representative to floor salesmen, a factor relied on in our earlier discussion, has also changed. Today as a reflection of the increased need for clerical as opposed to sales experience, assistant underwriters usually come from the ranks of sales secretaries and raters. Lastly, the insurance employees and the sales representative no longer share common supervision.

Based on the foregoing, it appears that the assistant underwriters and the insurance raters do not share a sufficient community of interest with sales representatives to warrant inclusion in the petitioned-for unit. Rather, the sales representatives themselves have sufficiently distinct employment interests to justify a unit of only such employees.<sup>32</sup> They usually work outside

<sup>31</sup> In fact, in district offices outside Milwaukee, raters usually double as sales secretaries.

<sup>32</sup> See, e.g., *Allstate Insurance Company*, 118 NLRB 855 (1957).

rather than inside the office, they have separate supervision; they have no set hours; they have a different method of compensation; and they are the only employees whose primary function is to seek out prospective customers in order to sell club memberships and insurance policies. Accordingly, we find that the following employees have a community of interest sufficient to constitute a unit appropriate for the purposes of collective bargaining within the meaning of Section 9(b) of the Act:

Unit 1: All full-time and regular part-time district sales representatives employed by the Employer at its Milwaukee North office, excluding office clerical employees, district managers, sales managers, travel counselors, insurance underwriters and assistants, guards and supervisors as defined in the Act, and all other employees.

Unit 2: All full-time and regular part-time sales representatives employed by the Employer at its Milwaukee South office, excluding office clerical employees, district managers, sales managers, travel counselors, insurance underwriters and assistants, guards and supervisors as defined in the Act, and all other employees.

[Direction of Elections and *Excelsior* footnote omitted from publication.]