

**Allstate Insurance Company<sup>1</sup> and International Brotherhood of Electrical Workers, Local Union 108, AFL-CIO,<sup>2</sup> Petitioner. Case 12-RC-3753**

June 21, 1971

**DECISION AND DIRECTION OF ELECTION**

**BY MEMBERS FANNING, BROWN, AND KENNEDY**

Upon a petition duly filed under Section 9(c) of the National Labor Relations Act, as amended, a hearing was held before Hearing Officer Norman E. Jacobs. By direction of the Regional Director for Region 12, this case was transferred to the National Labor Relations Board for decision. Thereafter, the Employer filed a brief, a supplemental brief, and a request for oral argument.

Pursuant to the provisions of Section 3(b) of the Act, the Board has delegated its powers in connection with this case to a three-member panel.

The Hearing Officer's rulings made at the hearing are free from prejudicial error and are hereby affirmed. The Hearing Officer deferred ruling on a motion to dismiss because the petition does not constitute a demand and on a request to incorporate the transcript in Cases 12-RC-2792, 2886, and 2889, reported at 171 NLRB No. 29. The motion to dismiss is hereby denied as without merit, and the request to incorporate the prior transcript is hereby denied as the instant hearing adequately presents the facts and issues in this case. In addition, Respondent's request for oral argument is hereby denied as the record and briefs adequately present the issues and positions of the parties.

Upon the entire record in this case, the Board finds:

1. The Employer is engaged in commerce within the meaning of the Act, and it will effectuate the purposes of the Act to assert jurisdiction herein.
2. The labor organization involved claims to represent certain employees of the Employer.
3. A question affecting commerce exists concerning the representation of certain employees of the Employer within the meaning of Sections 9(c)(1) and 2(6) and (7) of the Act.
4. Allstate Insurance Company is a multiple line insurance company and writes life, accident and health, and casualty insurance, including automobile, fire, extended coverage, and homeowner policies. The Company, with its home office in Northbrook, Illinois, is organizationally divided into zones, the zones into regions, the regions into divisions, and the division into districts. A district consists of two or more sales locations.

The Petitioner seeks a unit consisting of all insurance agents within District 10 of the Employer's Florida region. The Employer contends that the Florida region is the minimum appropriate unit and that there is no basis for establishing an appropriate unit on a district level. In a prior case involving Allstate's Florida region, Case 12-RC-2792, *et al.*, reported at 171 NLRB No. 29, the Board found that a district or group of districts formed the basis for an appropriate bargaining unit. We find that the record herein reaffirms our decision in that case.

Although Allstate agents operated out of sales locations rather than a single district office, several sales locations or agents are grouped together to form a district. A district sales manager supervises and guides the agents within his district. District sales managers do not have the authority to make the final managerial decisions, but their recommendations and actions are an important part of the managerial decision chain. Normally a district sales manager would do recruiting in his area whenever agents are needed for his particular district. He screens applicants that come to him for a job. He would play a similar initial role with respect to transfers. District sales managers personally see all but the most experienced agents at least once a week and in many cases more often, and play an important role in instructing agents under them in ways to improve sales and in implementation of company policy. Thus, district sales managers, as found in the previous case, are clothed with sufficient authority over normal incidents of the employment relationship to warrant the finding that districts are units presumptively appropriate for the purposes of collective bargaining.

Additionally, we find, as was found in the prior case, that a district has sufficient geographic coherence to form the basis of an appropriate bargaining unit. Although districts may overlap one another and agents in one district may operate to some extent in other districts, a district may be geographically defined in that it is a grouping of fixed sales locations.

The Employer further contends that districts are not stable and substantial changes have been made in District 10, the district sought by the Petitioner. However, we found in the prior case, "While the Company does have a history of continuous reorganization and expansion, a close scrutiny of the facts indicates that, in fact, such realignments and other administrative changes do not demonstrate instability or a deficiency in the independence of a district office." We so find here.<sup>3</sup>

The Employer, in our opinion, has raised no fact or issue warranting reversal or modification of our prior decision. Therefore, we find, in accord with our prior

<sup>1</sup> Employer's name appears as amended at the hearing.

<sup>2</sup> Petitioner's name appears as amended at the hearing.

<sup>3</sup> In its supplemental brief the Employer cites an additional change of the same character within District 10. Assuming this to be true, our decision herein would not be altered.

decision, that the following employees of the Employer constitute a unit appropriate for the purposes of collective bargaining within the meaning of Section 9(c) of the Act:

All insurance agents within District 10 of the Florida Region of the Allstate Insurance Com-

pany, excluding all claim adjusters, clerical workers, supervisors within the meaning of the Act, and all other employees.

[Direction of Election<sup>4</sup> omitted from publication.]

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<sup>4</sup> In order to assure that all eligible voters may have the opportunity to be informed of the issues in the exercise of their statutory right to vote, all parties to the election should have access to a list of voters and their addresses which may be used to communicate with them. *Excelstor Underwear Inc.*, 156 NLRB 1236; *N.L.R.B. v. Wyman-Gordon Co.*, 394 U.S. 759. Accordingly, it is hereby directed that an election eligibility list, containing

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the names and addresses of all the eligible voters, must be filed by the Employer with the Regional Director for Region 12 within 7 days of the date of this Decision and Direction of Election. The Regional Director shall make the list available to all parties to the election. No extension of time to file this list shall be granted by the Regional Director except in extraordinary circumstances. Failure to comply with this requirement shall be grounds for setting aside the election whenever proper objections are filed