

In the Matter of THE PRUDENTIAL INSURANCE COMPANY OF AMERICA¹
and INTERNATIONAL UNION OF LIFE INSURANCE AGENTS

Case 8-C-1602.—Decided June 30, 1944

DECISION

AND

ORDER

On March 21, 1944, the Trial Examiner issued his Intermediate Report in the above-entitled proceeding, finding that the respondent had engaged in and was engaging in certain unfair labor practices and recommending that it cease and desist therefrom and take certain affirmative action, as set forth in the copy of the Intermediate Report annexed hereto. Thereafter the respondent filed exceptions to the Intermediate Report and a brief in support of said exceptions. The Board has considered the rulings made by the Trial Examiner at the hearing and finds that no prejudicial error was committed. The rulings are hereby affirmed.

Upon request of the respondent and United Office and Professional Workers of America, CIO,² and pursuant to notice, a hearing was held before the Board in Washington, D. C., on May 11, 1944, for the purpose of oral argument. The respondent and the Union were represented and participated in the hearing.³

The Board has considered the Intermediate Report, the exceptions and brief filed by the respondent, and the entire record in the case, and hereby adopts the findings, conclusions, and recommendations of the Trial Examiner, except as hereinafter set forth.

¹ Incorrectly styled in complaint as Prudential Insurance Company of America.

² At the hearing before the Trial Examiner, the CIO sought permission to intervene in the proceeding on the ground that it represented the respondent's agents throughout the United States in all but a very few areas, including the State of Ohio; in its motion the CIO alleged that a unit less than State-wide in scope is inappropriate, that the CIO wishes to file a petition for a State-wide unit; and that "pendency of these proceedings will probably be regarded by the Board as a bar to the filing of a State-wide petition." The Trial Examiner denied the CIO's motion to intervene, and the CIO thereupon appealed this ruling to the Board. The CIO was thereafter granted leave to present oral argument on its motion to intervene but failed to appear at the oral argument. The Trial Examiner's denial of the CIO's motion to intervene is hereby affirmed.

³ Following the issuance of the Intermediate Report and again at the oral argument, the respondent moved that the Board consolidate the bargaining units which had previously been found to be appropriate in Cases Nos. R-5256 to R-5264, and R-4420. The motions, being tantamount to a request for dismissal of the complaint, are hereby denied for the reasons hereinafter indicated.

The Trial Examiner rejected various offers of proof by which the respondent sought to present evidence of organizational activity and actual organization alleged to have occurred prior to the hearing in the representation proceeding herein but which was not introduced in that proceeding. In view of the failure of the respondent to present any substantial reason for its failure to present such evidence at the hearing in the representation proceeding, we affirm the ruling of the Trial Examiner in this regard. Moreover, even if we accepted these offers of proof, the evidence offered, since it reveals actual organization limited in scope, would in no way alter our conclusions.

The question whether to merge the Toledo bargaining unit with the otherwise State-wide unit was considered by the Board during the course of the second representation proceeding. Following the election conducted by the Board in that proceeding, the respondent and the Union filed motions requesting the Board to consolidate the two units previously established. After hearing oral argument thereon the Board denied the motion to consolidate and issued its certification maintaining the separate identity of the bargaining units. In the instant proceeding the respondent seeks to relitigate the same issues. We have again considered the issues and we see no reason to depart from our previous determination as to the appropriate unit herein.

Orderly and stable labor relations require that "the employer * * * accord to a certified agent recognition as the proper bargaining agent until the certification is rescinded or succeeded by another."⁴ This is as true when the Board's unit finding is based upon the limited extent of employee self-organization as when it is based upon other factors.⁵ We do not by our decision in this case foreclose the respondent from again raising the unit issue by appropriate means after the lapse of a reasonable period of time, in any event, not less than a year from the date of the respondent's compliance with our Decision and Order herein. At such time we will, upon appropriate proceedings, consider the unit issue *de novo* and determine whether or not to alter the existing bargaining units.⁶

ORDER

Upon the entire record in the case, and pursuant to Section 10 (c) of the National Labor Relations Act, the National Labor Relations

⁴ *Valley Mould & Iron Corp. v. N. L. R. B.*, 116 F. (2d) 760, 765, enf'g 20 N. L. R. B. 211.

⁵ The limited extent of self-organization of employees has long been considered by the Board to be a relevant factor in determining the appropriate bargaining unit, and our position in this regard has recently been specifically approved by the Supreme Court. *N. L. R. B. v. Hearst Publications, Inc., et al.*, 322 U. S. 111.

⁶ In our decision in the representation proceeding we stated that our unit finding did not preclude a later finding that a larger unit would be appropriate.

Board hereby orders that the respondent, the Prudential Insurance Company of America, Newark, New Jersey, its officers, agents, successors, and assigns shall:

1. Cease and desist from:

(a) Refusing to bargain collectively with International Union of Life Insurance Agents as the exclusive representative of all its industrial agents licensed and whose debits be wholly within the State of Ohio, excluding, however, those agents attached to the three District Offices in Toledo and detached office at Bryan, Ohio, and excluding superintendents, assistant superintendents, office clerks, and cashiers, in respect to rates of pay, wages, hours of employment, and other conditions of employment;

(b) Engaging in any like or related acts interfering with, restraining, or coercing its employees in the exercise of their rights to self-organization, to form, join, and assist labor organizations, to bargain collectively through representatives of their own choosing; and to engage in concerted activities for the purposes of collective bargaining or other mutual aid or protection as guaranteed in Section 7 of the Act.

2. Take the following affirmative action which the Board finds will effectuate the policies of the Act:

(a) Upon request, bargain collectively with International Union of Life Insurance Agents as the exclusive representative of all its industrial agents licensed and whose debits lie wholly within the State of Ohio, excluding, however, those agents attached to the three District Offices in Toledo and the detached office in Bryan, Ohio, and excluding superintendents, assistant superintendents, office clerks, and cashiers, in respect to rates of pay, wages, hours of employment, and other conditions of employment;

(b) Post immediately in conspicuous places in all its district, sub-district, and other offices in the State of Ohio, including its three offices in Toledo, and its detached office at Bryan, Ohio, and maintain for at least sixty (60) consecutive days from the date of posting, notices to its industrial agents stating that the respondent will not engage in the conduct from which it is ordered to cease and desist in paragraph 1 (a) and (b) of this Order, and that the respondent will take the affirmative action set forth in paragraph 2 (a) hereof;

(c) Notify the Regional Director for the Eighth Region in writing within ten (10) days from the date of this Decision and Order what steps the respondent has taken to comply herewith.

INTERMEDIATE REPORT

For the Board, *Russell Packard, Esq.*, of Cleveland Ohio.

For the Union, *Ray T. McCann, Esq.*, of Milwaukee, Wis.

For the Respondent, *Milo J. Warner, Esq.*, of *Doyle, Lewis and Warner*, Toledo, Ohio, *Joseph T. Ferris, Esq.*, of Newark, N. J.

For the United Office & Professional Workers of America, *Joseph W. Mulligan*, vice president, Local 132, UOPWA, of Cleveland, Ohio.

STATEMENT OF THE CASE

Upon a charge filed December 16, 1943, by International Union of Life Insurance Agents, herein called the Union, the National Labor Relations Board, herein called the Board, by its Regional Director for the Eighth Region (Cleveland, Ohio), issued its complaint dated February 16, 1944, against The Prudential Insurance Company of America, herein called the respondent, alleging that the respondent, in the State of Ohio, had engaged in and is engaging in unfair labor practices affecting commerce, within the meaning of Section 8 (1) and (5) and Section 2 (6) and (7) of the National Labor Relations Act, 49 Stat. 449, herein called the Act. Copies of the complaint and charge accompanied by notice of hearing thereon were duly served upon the respondent and the Union and upon American Federation of Industrial and Ordinary Insurance Agents Union, No. 23039, herein referred to as A. F. of L., at its office in Washington, D. C.¹

With respect to unfair labor practices, the complaint alleges that the Board, in its Decision and Direction of Election issued June 17, 1943, in consolidated cases Nos. R-5256 to R-5264 inclusive,² and subsequently amended in minor respects, found that all industrial agents of the respondent licensed and working in the State of Ohio, excluding, however, those agents attached to the three District Offices in Toledo, and the detached office at Bryan, Ohio, and excluding superintendents, assistant superintendents, office clerks, and cashiers, constitute a unit appropriate for the purposes of collective bargaining within the meaning of Section 9 (b) of the Act; that on November 19, 1943, the Board, in its Supplemental Decision and Certification of Representatives in the above cases, certified the Union as the exclusive representative of all employees in said unit for the purposes of collective bargaining, and that at all times since that date the Union had been and is now the exclusive representative of all employees in said unit for purposes of collective bargaining in respect to rates of pay, wages, hours of employment, and other conditions of employment. That on or about November 27, 1943, the Union requested the respondent to bargain collectively with it in respect to rates of pay, wages, hours of employment, and other conditions of employment, as the exclusive representative of all employees in the unit above described, and that on December 2, 1943, and at all times thereafter, the respondent refused and has continued to refuse to so bargain collectively with the Union or to recognize and negotiate with it, as the exclusive representative of all employees in said unit, in respect to rates of pay, wages, hours of employment, and other conditions of employment, and that thereby the respondent has engaged in unfair labor practices within the meaning of Section 8 (5) of the Act, and has interfered with, restrained, and coerced its employees in the exercise of the rights guaranteed in Section 7 of the Act, thereby engaging in unfair labor practices within the meaning of Section 8 (1) of the Act.

The answer of the respondent was duly filed herein. An amended answer, filed just prior to the commencement of the hearing, admits all the allegations of the complaint pertaining to the corporate organization and the nature, character and extent of the assets of and business done by the respondent, with the exception of the allegation that the respondent employs approximately 160 in-

¹ A. F. of L. did not enter an appearance or take any part in these proceedings.

² 50 N. L. R. B. 689. Herein referred to as the Consolidated Cases.

dustrial agents in its District Offices at Toledo, Ohio, and its detached or sub-district office at Bryan, Ohio, and affirmatively alleges that the respondent employs 108 industrial agents at such offices. The answer denies that the respondent is engaged in commerce within the meaning of the Act; admits that the Union is a labor organization within the meaning of the Act; and that in the Consolidated Cases above referred to, the Board found that all industrial agents of the respondent, licensed and working in the State of Ohio, excluding those employed by the respondent in the three District Offices in Toledo, Ohio, and the detached office at Bryan, Ohio, constitute a unit appropriate for the purposes of collective bargaining within the meaning of Section 9 (b) of the Act, but denies that said unit will assure to the said agents the full benefits of their rights to self-organization and to bargain collectively or that it will otherwise effectuate the policies of the Act. While denying all allegations in the complaint that the unit above described is an appropriate unit, the respondent admits all the other allegations including the allegation that it has refused to bargain with the Union as the exclusive representative of the employees in the unit described. The answer affirmatively alleges that the exclusion of the Toledo unit from the State-wide unit was arbitrary and capricious and in violation of the standards fixed by the Act and by the Board, in that the previous finding by the Board in Case No. R-4420,³ that the agents attached to the three District Offices in Toledo and in the detached office in Bryan, Ohio, constitute an appropriate unit, was a temporary finding only, to be effective only until such time as organization of the respondent's industrial agents in the State of Ohio should be extended throughout said State and that the Board was in error in not setting aside the Toledo certification in its Decision and Direction of Election in the Consolidated Cases above referred to.⁴ The respondent further affirmatively alleges that it has never bargained collectively with any representative of its industrial agents in a unit less than a State-wide or larger unit and that it is ready and willing to bargain collectively with any representative that may be designated by its industrial agents in the whole State of Ohio.

Pursuant to due notice, a hearing was held on March 6, 1944, at Cleveland, Ohio, before R N Denham, the undersigned Trial Examiner duly designated by the Chief Trial Examiner. At the hearing the Board, the respondent, and the Union were represented by counsel. A motion to intervene was filed by United Office and Professional Workers of America, setting forth that that organization has a substantial representation among the licensed industrial agents of respondent in the State of Ohio and therefore has an interest in this proceeding. The motion was taken under advisement by the Trial Examiner until such time as sufficient evidence could be heard to develop whether or not the contentions of the parties are such as to reflect an interest in the controversy by the United Office and Professional Workers of America sufficient to justify intervention. The representative appearing for the United Office and Professional Workers of America was afforded the privilege of remaining and participating in the hearing, pending a ruling on the motion by the Trial Examiner. All parties were afforded full opportunity to be heard, to examine and cross-examine witnesses and to introduce evidence bearing upon the issues. At the conclusion of the presentation of all evidence, the Trial Examiner, finding that the evidence did not disclose an interest on the part of the United Office and Professional Workers of America

³ 46 N. L. R. B. 430. Herein referred to as the Toledo case.

⁴ On March 2, 1944, the respondent filed and duly served on all the parties, a motion for the consolidation of the instant case with Case No. 8-C-1517 which involves a charge of refusal to bargain with the Union certified by the Board in the Toledo case. The motion was duly referred to the Board. On March 6, 1944, the Board denied the motion.

sufficient to justify intervention, denied the motion for leave to intervene. At the conclusion of the taking of all evidence, the motion by counsel for the Board to conform the pleadings to the proof with respect to the correction of names, dates and other minor matters not going to the issues of the proceeding, was granted without objection. Oral argument as well as the privilege of filing briefs were waived by all parties. Before the close of the hearing, counsel for the respondent, for the record, submitted a motion to the Board that it withdraw its previous certifications in the Consolidated Cases and in the Toledo case and find that the appropriate unit for the purposes of collective bargaining among the industrial insurance agents of the respondent in the State of Ohio is one which includes all licensed industrial insurance agents of the respondent within the State of Ohio. The motion was noted on the record by the Trial Examiner, but no action was or is taken thereon in view of the Trial Examiner's obvious lack of jurisdiction over such a matter.

Upon the basis of the foregoing and after having heard and observed all the witnesses, and considered the exhibits admitted into evidence, and upon the entire record made herein, the undersigned now makes the following:

FINDINGS OF FACT

I. THE BUSINESS OF THE RESPONDENT.

The Prudential Insurance Company of America is a mutual life insurance corporation organized under and existing by virtue of the laws of the State of New Jersey with its Home Office and principal place of business at Newark, New Jersey, where it is engaged in the business of insuring the lives of its policyholders on a participating plan, investing the proceeds of such business in the various operations incident thereto.

Respondent is licensed to conduct its insurance business in the 48 States, including the State of Ohio, as well as the District of Columbia, the Territory of Hawaii, and 9 Provinces of the Dominion of Canada. In the course and conduct of its business respondent operates 3 District Offices at Toledo, Ohio, and a sub-district office at Bryan, Ohio, where approximately 108 industrial agents are employed.

On December 31, 1941, respondent was the second largest life insurance company in the United States in terms of assets and value of insurance in force. On said date, respondent's assets totaled \$4,556,085,244 84 and it had 31,960,286 policies having a total face value of \$19,549,175,369 in force among some 20,000,000 policyholders situated throughout the United States, Canada and Hawaii.

The respondent's assets consist of cash, bonds, stocks, mortgages, real estate and notes. The greater portion of the cash is deposited in commercial banks and trust companies throughout the several States of the United States. As of December 31, 1941, such assets amounted to \$120,792,001. The securities owned by respondent comprise holdings in issues of the Government of the United States and Canada and various political subdivisions thereof, and public utilities, transportation, industrial and manufacturing enterprises situated throughout the United States. On December 31, 1941, respondent owned real estate valued at \$152,806,443 and held loans secured by real estate located in 47 States and the Dominion of Canada. Respondent manages its real estate through 230 managing agents and 255 local farm supervisors in 39 States of the United States, the District of Columbia, and 6 Canadian Provinces. Respondent also has 8 loan correspondents, 26 branch offices and 443 authorized brokers in 47 States, the District of Columbia and Canada.

During the calendar year 1941 respondent purchased equipment having a value of \$445,146. During the same period the respondent purchased paper and other

stationery supplies having a value of \$673,452. In the same period respondent spent \$1,329,502 for postage, telephone, telegraph and express services and \$711,259 for traveling expenses.

In connection with its business respondent owns and operates a printing plant at Newark, New Jersey. During the calendar year 1941 respondent printed material having a value of \$1,370,849, of which amount 37 percent by value was used in other States than New Jersey and 0.5 percent was used in Canada.⁵

The Board has heretofore given full consideration to the general character and extent of business ordinarily transacted by insurance companies throughout the United States, particularly in its decision with reference to the John Hancock Mutual Insurance Company.⁶ In view of the observations of the Board in that case, it is not deemed necessary at this point to dwell further on the general character of insurance companies, of which the respondent herein is the second largest in the United States. It is found that the respondent is engaged in commerce within the meaning of the Act.

II. THE LABOR ORGANIZATION INVOLVED

International Union of Life Insurance Agents is a labor organization admitting to membership the licensed industrial insurance agents of the respondent in the State of Ohio.

III. THE ALLEGED UNFAIR LABOR PRACTICES

On June 17, 1943, after a hearing in the Consolidated Cases, which was participated in by the respondent, the Union, American Federation of Industrial and Ordinary Insurance Agents' Union Local No. 23039, and United Office and Professional Workers of America, CIO, insurance division, the Board issued its Decision and Direction of Election, finding that:

all industrial insurance agents of the Company (the respondent) licensed and working in the State of Ohio, excluding, however, those agents attached to the three District offices in Toledo and detached office at Bryan, Ohio, and excluding superintendents, assistant superintendents, clerks, and cashiers, constitute a unit appropriate for the purpose of collective bargaining within the meaning of Section 9 (b) of the Act.

On December 26, 1942, in the Toledo case, the Board, in its Decision and Direction of Election, issued after a hearing which had been participated in by the Company and by American Federation of Industrial Agents Local No. 23039, Toledo, Ohio, (AFL) found that:

all licensed industrial agents of the Company (the respondent) employed in its district offices located in the City of Toledo, Ohio, including the sub-district office in Bryan, Ohio, but excluding superintendents, assistant superintendents, clerks, and cashiers, constitute a unit appropriate for the purposes of collective bargaining within the meaning of Section 9 (b) of the Act.

In the same Decision and Direction of Election the Board also used the following language:

Under all the circumstances of this case we are of the opinion and find that the policies of the Act can best be effectuated by making collective bargaining an immediate possibility for the employees of the Company (the respondent).

⁵ These findings are taken from the allegations in the complaint, which the respondent admits are true.

⁶ 26 N. L. R. B. 1024-1029.

ent) in the three district offices of Toledo and the subdistrict office of Bryan, Ohio. Our finding does not preclude a later finding that a State-wide or larger unit is appropriate for collective bargaining purposes.

In the Decision and Direction of Election of June 17, 1943, issued in the Consolidated Cases, the Board used the following language after reciting the facts upon which its finding of the appropriate unit is based:

From the aforesaid facts it is clear that the time is ripe for the establishment of a State-wide unit in Ohio. However, inasmuch as we have so recently certified the AFL in the Toledo unit, we shall exclude it from the appropriate unit in the instant proceeding.

To the above quoted language, the Board appended a footnote to the effect that: "If the AFL desires to waive its rights under the certification it may by timely motion filed with the Board request the incorporation of the Toledo unit into the State-wide unit herein established."

In the election and run-off election that followed, the Union was the successful participant. On October 1 and 5, 1943, respectively, and before the Board had issued a certification, the Union and the respondent filed motions to amend the Board's Decision and Direction of Election so as to include in the unit found appropriate therein, the District Offices at Toledo, Ohio, and the detached office at Bryan, Ohio. At the request of the respondent oral argument was heard from the respondent and the A. F. of L., the latter having previously notified the Board that it did not desire to waive its certification for the Toledo unit. On the basis of such refusal, the Board denied the motions of the respondent and the Union and, on November 19, 1944, certified the Union as the exclusive representative of "all industrial agents of the Company (the respondent) licensed in the State of Ohio, excluding those agents attached to the three District Offices in Toledo and detached office in Bryan, Ohio, and excluding superintendents, assistant superintendents, office clerks, and cashiers, . . . for the purposes of collective bargaining in respect to rates of pay, wages, hours of employment, and other conditions of employment."

On November 27, 1943, the Union, in writing, requested the respondent to meet with it in order to negotiate a contract on behalf of the agents described in the above unit and on December 2, 1943, the respondent replied, stating among other things:

We are convinced that anything less than a state-wide unit is inappropriate, and we consider this unit question of such importance that we must decline to enter into negotiations with the International Union until it is finally determined.

For your information, we have, for the same reason, declined to enter into negotiations with the American Federation of Industrial & Ordinary Insurance Agents Union No. 23039, Toledo, Ohio, A. F. of L.

The respondent offered no evidence that the conditions which were in existence and were before the Board at the time of its certification on November 19, 1943, have changed in any substantial manner since then. It made detailed offers of proof, however, that its industrial agents throughout the State of Ohio had been solicited by the Union and by the American Federation of Industrial and Ordinary Insurance Agents prior to the hearings in both the Toledo and the Consolidated Cases and that such fact was not before the Board at the previous hearings, but such offers of proof were rejected for the reason that the material offered was irrelevant and immaterial.

In view of the fact that, after extensive hearings and arguments on the subject of this unit, in which the respondent has so recently (November 1943) been given opportunity to present its contention for a State-wide unit, the Board has nevertheless rejected such contention and has certified the Union as the exclusive representative of the employees within the appropriate unit above described and that there is no evidence of any change in the circumstances or conditions surrounding the employees within such unit or the industrial agents of the respondent who are employed in the State of Ohio, as a whole, and that no proof has been offered that, in making the findings above referred to, the Board has acted in an arbitrary or capricious manner, it is found that the Union is, and at all times since November 19, 1943, has been the duly selected and certified exclusive representative, for the purposes of collective bargaining, of all the industrial agents of the respondent licensed to work in the State of Ohio, excluding those attached to the three offices in the City of Toledo and the sub-office at Bryan, Ohio, excluding superintendents, assistant superintendents, office clerks, cashiers; that the respondent, on December 2, 1943, and at all times since then, has refused, upon request, to bargain with the Union as such exclusive representative of its employees in the above-described unit with respect to rates of pay, wages, hours of employment and other conditions of employment and that thereby, the respondent has interfered with, restrained, and coerced its employees in the exercise of the rights guaranteed to them in Section 7 of the Act.

IV. THE EFFECT OF UNFAIR LABOR PRACTICES UPON COMMERCE

The activities of the respondent set forth in Section III above, which have been found to interfere with, restrain, and coerce its employees in the exercise of the rights guaranteed in Section 7 of the Act, occurring in connection with the operations of the respondent described in Section I above, have a close, intimate, and substantial relation to trade, traffic, and commerce among the several States and tend to lead to labor disputes burdening and obstructing commerce and the free flow of commerce thereof.

V THE REMEDY

It having been found that the respondent has engaged in certain unfair labor practices, it will be recommended that it cease and desist therefrom and take certain affirmative action which will effectuate the policies of the Act

On the basis of the foregoing findings of fact and upon the entire record in the case the undersigned makes the following:

CONCLUSIONS OF LAW

1 International Union of Life Insurance Agents is a labor organization within the meaning of Section 2 (5) of the Act

2. The respondent is engaged in commerce within the meaning of Section 2 (6) and (7) of the Act.

3 All industrial agents of the respondent licensed in the State of Ohio, excluding those agents attached to the three District Offices in Toledo and the detached office in Bryan, Ohio, and excluding superintendents, assistant superintendents, office clerks, and cashiers, at all times material herein, constituted and now constitute a unit appropriate for the purposes of collective bargaining within the meaning of Section 9 (b) of the Act.

4. International Union of Life Insurance Agents was on November 19, 1943, and at all times thereafter has been the exclusive representative of all employees

in such unit for the purposes of collective bargaining, within the meaning of Section 9 (a) of the Act.

5. By refusing on December 2, 1943, and at all times thereafter, to bargain collectively with International Union of Life Insurance Agents, as the exclusive representative of its employees in the appropriate unit above described, the respondent has engaged in and is engaging in unfair labor practices within the meaning of Section 8 (5) of the Act.

6. By interfering with, restraining, and coercing its employees in the exercise of the rights guaranteed in Section 7 of the Act, the respondent has engaged in and is engaging in unfair labor practices within the meaning of Section 8 (1) of the Act.

7. The aforesaid unfair labor practices are unfair labor practices affecting commerce within the meaning of Section 2 (6) and (7) of the Act.

RECOMMENDATIONS

Upon the basis of the foregoing findings of fact and conclusions of law, and upon the entire record, the undersigned recommends that the respondent, its officers, representatives, and assigns shall:

1. Cease and desist from:

(a) Refusing to bargain collectively with International Union of Life Insurance Agents as the exclusive representative of all its industrial agents licensed in the State of Ohio, excluding those agents attached to the three District Offices in Toledo and detached office in Bryan, Ohio, and excluding superintendents, assistant superintendents, office clerks, and cashiers.

(b) In any similar manner interfering with, restraining, or coercing its employees in the exercise of their rights to self-organization, to form, join, and assist labor organizations, to bargain collectively through representatives of their own choosing, and to engage in concerted activities for the purposes of collective bargaining or other mutual aid or protection as guaranteed in Section 7 of the Act.

2. Take the following affirmative action which will effectuate the policies of the Act:

(a) Upon request, bargain collectively with International Union of Life Insurance Agents as the exclusive representative of all its industrial agents licensed in the State of Ohio, exclusive of those agents attached to the three District Offices in Toledo and the detached office in Bryan, Ohio, and excluding superintendents, assistant superintendents, office clerks, cashiers, in respect to rates of pay, wages, hours of employment, and other conditions of employment;

(b) Post immediately in conspicuous places in all its district, subdistrict and other offices in the State of Ohio, including its three offices in Toledo, and the detached office at Bryan, Ohio, and maintain for at least sixty (60) consecutive days from the date of posting, notices to its industrial agents, stating that the respondent will not engage in the conduct from which it is recommended that it cease and desist in Paragraph 1 (a) and (b) of these recommendations and that the respondent will take the affirmative action as set forth in Paragraph 2 (a) hereof.

(c) Notify the Regional Director for the Eighth Region in writing within ten (10) days from the receipt of this Intermediate Report what steps the respondent has taken to comply therewith.

It is also recommended that unless on or before ten (10) days from the receipt of this Intermediate Report the respondent notifies the Regional Director for the Eighth Region in writing that it will comply with the foregoing recommenda-

tions, the National Labor Relations Board issue an order requiring the respondent to take the action aforesaid.

As provided in Section 33 of Article II of the Rules and Regulations of the National Labor Relations Board, Series 3—effective November 26, 1943, any party or counsel for the Board may within fifteen (15) days from the date of the entry of the order transferring this case to the Board, pursuant to Section 32 of Article II of said Rules and Regulations, file with the Board, Rochambeau Building, Washington, D. C., an original and four copies of a statement in writing setting forth such exceptions to this Intermediate Report or to any other part of the record or proceeding (including rulings upon all motions or objections) as he relies upon, together with the original and four copies of a brief in support thereof. Immediately upon the filing of such statement of exceptions and/or brief, the party or counsel for the Board filing the same shall serve a copy thereof upon each of the other parties and shall file a copy with the Regional Director. As further provided in said Section 33, should any party desire permission to argue orally before the Board, request therefor must be made in writing within ten (10) days from the date of the order transferring the case to the Board.

R. N. DENHAM,
Trial Examiner.

Dated March 21, 1944.