



# Globe Life – NLRB Settlement

American Income Life’s practice of implied or explicit forced union membership is another legal headache for Globe Life.

## PLEASE READ IMPORTANT DISCLAIMER – PAGE 4

**May 15, 2024** – Viceroy have obtained redacted settlement documents from a case between the National Labor Relations Board (NLRB) and American Income Life. While heavily redacted, the documents clearly concern the pseudo-compulsory membership of its agents to OPIEU Local 277.

**FEDERAL LAW GIVES YOU THE RIGHT TO:**

- Form, join, or assist a union;
- Choose a representative to bargain with us on your behalf;
- Act together with other employees for your benefit and protection;
- Choose not to engage in any of these protected activities.

**WE WILL NOT** do anything to prevent you from exercising the above rights.

**WE WILL NOT** ask job applicants about their union membership or support.

**WE WILL NOT** threaten you by telling you that you must be a member of the Local 277, Office Professional Employees International Union (Union) to become or remain employed.

**WE WILL NOT** assist the Union, or any other labor organization, by providing employees with membership cards and indicating that membership in the Union is necessary for continued employment.

**WE WILL NOT** in any like or related manner interfere with your rights under Section 7 of the Act.

American Income Life Insurance Company  
(Charged Party)

**Dated:** \_\_\_\_\_ **By:** \_\_\_\_\_  
(Representative) (Title)

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*The National Labor Relations Board is an independent Federal agency created in 1935 to enforce the National Labor Relations Act. We conduct secret-ballot elections to determine whether employees want union representation and we investigate and remedy unfair labor practices by employers and unions. To find out more about your rights under the Act and how to file a charge or election petition, you may speak confidentially to any agent with the Board's Regional Office set forth below or you may call the Board's toll-free number 1-866-667-NLRB (1-866-667-6572). Hearing impaired persons may contact the Agency's TTY service at 1-866-315-NLRB. You may also obtain information from the Board's website: [www.nlrb.gov](http://www.nlrb.gov).*

477 Michigan Avenue, Room 300, Patrick V. McNamara Federal Building, Detroit, Michigan 48226  
Telephone (313) 226-3200, Hours of Operation: 8:15 a.m. to 4:45 p.m., Mark D. Baines at (313) 226-3244.

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**THIS IS AN OFFICIAL NOTICE AND MUST NOT BE DEFACED BY ANYONE**

This notice must remain posted for 60 consecutive days from the date of posting and must not be altered, defaced or covered by any other material. Any questions concerning this notice or compliance with its provisions may be directed to the above Regional Office's Compliance Officer.

Figure 1 – NLRB mandated notice required to be posted at the Zach Hart agency

The above notice was required to be posted in the Troy, Grand Rapids and Lansing, MI offices of the Zach Hart agency. The charges filed against the Zach Hart agency state that intimidation and threats to join or remain in the union occurred at ALL.



2. Basis of the Charge (set forth a clear and concise statement of the facts constituting the alleged unfair labor practices)

On or about July 24, 2015, the Employer, through [REDACTED] 6,7(C) required as a condition of employment that I join a labor organization.

On or about July 24, 2015, the Employer, through [REDACTED] 6,7(C) interrogated me about my opinions about labor organizations and my union sympathies.

2. Basis of the Charge (set forth a clear and concise statement of the facts constituting the alleged unfair labor practices)

On about [REDACTED] 6,7(C) 2015, the Employer, through its agent [REDACTED] 6,7(C) required as a condition of employment that [REDACTED] 6,7(C) join a labor organization, provided [REDACTED] an application for membership and coerced [REDACTED] 6,7(C) into signing and submitting the application.

On about [REDACTED] 6,7(C) 2015, the Employer, through [REDACTED] 6,7(C) interrogated [REDACTED] 6,7(C) about [REDACTED] 6,7(C) union sympathies and support and threatened [REDACTED] 6,7(C) that [REDACTED] could not work for the Employer unless [REDACTED] became a member of the Union.

Figures 2 & 3 – Charges filed against the Zach Hart Agency by former agents

Viceroy have previously detailed the extremely close relationship between AIL and OPEIU Local 277, which appears to function more as an extension of AIL than an actual union. We also note that forced union membership is illegal.

- The fine print in the AIL’s collective bargaining agreement shows that any agents above the lowest rank of career agent actually have no rights under the Union Constitution or By-laws but are still required to pay “fees equivalent to union dues”<sup>1</sup>.

receives equal benefits. The Union is required to represent all individuals in the bargaining unit. The individual is obligated to pay the individual's own way and assume a fair share of the obligation along with the grant of equal benefit. Therefore, where permitted by law, each individual who does not acquire and maintain membership in the Union shall as a condition of continued contract pay the Union each month a service charge or bargaining agency fee toward the administration of this Agreement and the representation of such individuals. The charge for the first month shall be in an amount equal to the Union's regular initiation fee and monthly dues, and for each month thereafter in an amount equal to the regular monthly dues.

SECTION 5. The foregoing sections of this article shall be only in accordance and consistent

under this contract have been exhausted. SECTION 6. Persons possess grievance rights whose contract is that of an agent or a PR Rep and cover matters that arise over a violation of said contract and this Agreement. Grievance rights do not extend to matters that arise under a SA, GA, MGA, RGA or Manager contract. Persons who have disputes that arise under such a contract may by specific agreement in a particular dispute use the grievance procedure and arbitration facilities of the Union. To use voluntary arbitration, persons must notify the Union in writing of the dispute, of the agreement on paying arbitrator's expenses and hearing costs, and of the requested time of arbitration. Any award made pursuant to voluntary arbitration proceedings will be final and binding on both parties. The Union's sole function will be to assist both parties in using the voluntary arbitration and not to represent either party. The Union will also use its facilities to notify all parties of time, date, place of hearing, guide the proceedings, and schedule meetings and arbitration as necessary.

(c) The parties recognize the company's desire to maintain its reputation as a one hundred percent (100%) unionized environment. The union recognizes Supervising Agents (SA), General Agents (GA), Master General Agents (MGA), Regional General Agents (RGA), Provincial General Agents (PGA), PR Directors and PR Managers as having management functions, which would normally exclude them from Union membership. In order to protect the reputation the Union agrees to accept permit fees equivalent to Union dues from the SAs, GAs, MGAs, RGAs, PGAs, PR Directors and PR Managers. These Manager Agents shall have no rights under the Union Constitution or By-laws. These Manager Agents shall have no rights under the Collective Agreement.

Figures 4, 5 & 6 – American Income Life American and Canadian Union Agreements

- Former agents with an understanding of the union’s inner workings informed us that AIL Agents form the bulk of the union’s membership.
- Some AIL agents were not informed that they were joining the union, or that they could opt out of membership during the onboarding process. This appears to vary across the agencies, several former agents informed Viceroy that at the Giglione-Ackerman agency union membership was required to obtain union leads.

<sup>1</sup> American Income Life agents in Canada are subject to a collective agreement with the United Food and Commercial Workers Union Local 1518



- Many longstanding AIL agents occupy prominent positions in the union such as Mark Gagliardi who is both an AIL PR representative responsible for sourcing union leads, and OPEIU Local 277's Chief Steward.

The Zach Hart agency appears to have shuttered some time in 2022 and reopened as an independent agency as Risen Financial with multiple former AIL agents<sup>2,3</sup>. We note that AIL has a non-competition clause in its contract which it apparently doesn't enforce for those forcing agents into unions.

**NON-COMPETITION**

For a period of two (2) years after termination of this Contract, the Agent shall not:

- (a) Directly or indirectly contact the Company's policyholders to attempt to induce them to terminate their respective policies or in any other way to injure the business or reputation of the Company.
- (b) Attempt to induce other agents of the Company to end their respective relationships with the Company, or to violate the terms or conditions of their respective contracts with the Company.

Agent agrees that in the event of a breach of this Contract by Agent that an award of damages alone will not adequately compensate the Company and that immediate and irreparable harm will result and that the Company has no adequate remedy at law such that Agent agrees that in addition to the Company's right of action for damages, Company shall also be entitled to injunctive relief for any violation.

*Figure 7 – American Income Life Agent contract*

The practice of implied or explicit forced union membership is another legal headache for Globe Life, and it appears to exist across AIL's entire agency structure. American Income Life is already the subject of multiple NLRB complaints, whether for unsafe work environments, labor law breaches or union issues.

As always, more to come.

<sup>2</sup> <https://www.instagram.com/thezachhartagency/>

<sup>3</sup> <https://www.linkedin.com/company/risen-agency/>



### **Attention: Whistleblowers**

Viceroy encourage any parties with information pertaining to misconduct within Globe Life, its affiliates, or any other entity to file a report with the appropriate regulatory body.

We also understand first-hand the retaliation whistleblowers sometimes face for championing these issues. Where possible, Viceroy is happy act as intermediaries in providing information to regulators and reporting information in the public interest in order to protect the identities of whistleblowers.

You can contact the Viceroy team via email on [viceroy@viceroyresearch.com](mailto:viceroy@viceroyresearch.com).

### **About Viceroy**

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