

conditions of employment, and if an understanding is reached, embody such understanding in a signed agreement. The bargaining unit is:

All employees at the home office, excluding officers, division heads, field representatives in the life, accident, and health department and the investment department, adjusters, secretaries to the president, vice president, secretary and/or senior assistant secretary, treasurer, secretary in the legal department and all supervisory employees as defined in the Act.

All our employees are free to become or remain members of the above-named union or any other labor organization. We will not discriminate in regard to hire or tenure of employment or any term or condition of employment against any employee because of his membership in or activity on behalf of any such labor organization.

OLD LINE LIFE INSURANCE COMPANY OF AMERICA,

Employer.

By _____
(Representative) (Title)

Dated _____

This notice must remain posted for 60 days from the date hereof, and must not be altered, defaced, or covered by any other material.

REILEY'S STORES, INC. *and* LOCAL 429, INTERNATIONAL BROTHERHOOD OF TEAMSTERS, CHAUFFEURS, WAREHOUSEMEN & HELPERS OF AMERICA, AFL, PETITIONER. *Cases Nos. 4-RM-80 and 4-RC-1258. September 27, 1951*

Decision and Order

Upon petitions duly filed under Section 9 (c) of the National Labor Relations Act, a consolidated hearing was held before Harold X. Summers, hearing officer. The hearing officer's rulings made at the hearing are free from prejudicial error and are hereby affirmed.

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 [Chairman Herzog and Members Houston and Reynolds].

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

1. The labor organization involved claims to represent employees of the Employer.
2. No question affecting commerce exists concerning the representation of employees of the Employer within the meaning of Section 9 (c) (1) and Section 2 (6) and (7) of the Act, for the following reasons:

The Employer operates in the Commonwealth of Pennsylvania three retail stores for the sale and servicing of electrical appliances. During the 1950 calendar year, the Employer made purchases valued at \$353,951.60, of which \$69,621.97 represented merchandise received directly from outside the Commonwealth, and \$274,829.63 represented merchandise which was received from sources inside, but which

originated outside, the Commonwealth. During the same period, the Employer's sales aggregated \$462,523.28, all of which were made locally.

Although the Employer's operations are not unrelated to commerce, the interstate aspects of these operations are not of sufficient magnitude to justify the assertion of jurisdiction under the Board's recently announced jurisdictional policy.¹ Therefore, despite the desire of the Employer and the Union that the Board assert jurisdiction, we shall dismiss the petition.

Order

IT IS HEREBY ORDERED that the petition filed herein be, and it hereby is, dismissed.

¹ *Dorn's House of Miracles, Inc.*, 91 NLRB 632; *Federal Dairy Co., Inc.*, 91 NLRB 638; *The Rutledge Paper Products Company*, 91 NLRB 625.

Among the products sold by the Employer are those manufactured by Frigidaire Division, General Motors Corporation, which is engaged in commerce within the meaning of the Act. The Employer sells these products under a nonexclusive franchise agreement which it has signed with a wholesaler of Frigidaire products. During 1950, the value of labor and parts furnished by the Employer for the repair of Frigidaire products amounted to approximately \$51,000. A share of the parts and labor furnished was on account of a 1-year manufacturer's guarantee. The Employer receives a predetermined allowance from Frigidaire for servicing the guarantee. But the Employer was unable to state what part of the repair work was done for the manufacturer under the guarantee and what part on account of appliance owners. Although the hearing officer said that he would keep the record open for the receipt of additional information as to the breakdown of repair services between those rendered under sales warranties and otherwise, the Employer has not availed itself of this opportunity and has not furnished this information. Under such circumstances, the Board has not considered possible services rendered to Frigidaire in making its jurisdictional calculations. Cf., *D. L. Dineen Sales & Service Corporation*, 91 NLRB 1222. The Frigidaire franchise agreement for the sale of household appliances does not of itself warrant the Board in asserting jurisdiction. Cf. *Lamco Electric*, 92 NLRB 191; *The D. L. Dineen Sales & Service Corporation, supra*.

MALDEN ELECTRIC COMPANY AND MALDEN AND MELROSE GAS LIGHT COMPANY *and* INTERNATIONAL BROTHERHOOD OF ELECTRICAL WORKERS, AFL, PETITIONER. *Case No. 1-RC-2310. September 27, 1951*

Decision and Direction of Election

Upon a petition duly filed under Section 9 (c) of the National Labor Relations Act, a hearing was held before Torbert H. MacDonald, hearing officer. The hearing officer's rulings made at the hearing are free from prejudicial error and are hereby affirmed.

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 [Chairman Herzog and Members Houston and Reynolds].

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

1. The Employer is engaged in commerce within the meaning of the Act.