ness representative testified that his signature to a contract was, as a matter of practice, considered final and binding. There is no evidence to contradict the apparent authority of the business agent to represent the local in all respects as affecting the December 7 agreement. It is clear that the business agent had the requisite authority to execute the contract. We therefore find the contentions of the Petitioner with regard to the execution of the contract to be without merit.[3]

There remains the Petitioner's contention that the December 7 agreement had no legal effect because it was not approved or ratified by the Intervenor's membership. However, the evidence shows that this step was not regarded as a condition precedent to the validity of the contract.[4] In similar situations, the Board has held that the interpretation and application of such constitutional provisions constitute internal union matters and that the Board will not go behind a fully executed contract and thus inject itself into the internal operations of a union.[5] Furthermore, assuming *arguendo* that the contract was not ratified in accordance with the Intervenor's constitution, the record shows that the contract was nevertheless put into effect and that the formality of ratification was not necessary to stabilize bargaining relations. Under such circumstances, we find that the December 7 agreement, for bar purposes at least, is valid and binding.[6]

In view of the foregoing, we find that the December 7 agreement superseded the automatically renewed 1953 contract.[7] As the instant petition was filed after the Mill B date of the original contract and after the execution of the December 7 agreement, which has still a substantial period to run, we find that the latter agreement is a bar, and we shall dismiss the petition.

[The Board dismissed the petition.]

MEMBERS RODGERS and LEEDOM took no part in the consideration of the above Decision and Order.

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[3] *The Texas Company, Port Arthur Works and Port Arthur Terminal,* 112 NLRB 169.

[4] There is nothing in the contract itself that requires ratification as a condition precedent to a valid execution thereof. Cf. *Westinghouse Electric Corporation,* 111 NLRB 497.

[5] *The Texas Company, supra.*

[6] *Oswego Falls Corporation,* 110 NLRB 621; *Natona Mills, Inc.,* 112 NLRB 236.

[7] *General Electric Company,* 82 NLRB 722.

Koppers Company, Inc., Wood Preserving Division *and* Ellis Martin, Petitioner *and* United Brotherhood of Carpenters and Joiners Local No. 2497, A. F. of L. *Case No. 3–RD–107. June 15, 1955*

DECISION AND ORDER

Upon a petition duly filed under Section 9 (c) of the National Labor Relations Act, a hearing was held before Hyman Dishner,

hearing officer. The hearing officer's rulings made at the hearing are free from prejudicial error and are hereby affirmed.

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

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

2. The Petitioner asserts that the Union is no longer the representative of certain employees of the Employer, defined in Section 9 (a) of the Act. The Union is a labor organization recognized by the Employer as the exclusive bargaining representative for the employees designated in the petition.

3. 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 Union contends that a collective-bargaining agreement entered into between the Union and the Employer on April 1, 1954, and thereafter automatically renewed, is a bar to this proceeding. The agreement in question, which covered the production and maintenance employees at the Employer's Horseheads, New York, and Bradford, Pennsylvania, plants, was made effective for a period of a year and from year to year thereafter unless terminated by either party in the following manner: "Sixty days prior to April 1, 1955, either party may notify the other of its desire to negotiate a new agreement submitting at the same time an itemized statement of desired changes." The petition, seeking to decertify the Union as the exclusive bargaining representative, was filed on March 14, 1955, after the automatic renewal date of the agreement.

On January 22, 1955, shortly before the automatic renewal date, the Union wrote to the Employer as follows: "In accordance with our recent discussion, I would suggest that the Labor Union Agreement at your plants with Local 2497, Brotherhood of Carpenters, should incorporate the following features. . . ." The letter went on to specify the following matters: 3 weeks' vacation after 15 years of service; shift differentials of 4 and 6 cents for the second and third shifts; 3 days' leave with pay for absence due to death in the family; limited pay for jury duty; and paid holidays after 90 days of employment. The letter further specified that while the Union appreciated the Company's position on the union-shop issue, the Union nevertheless felt that it would be advisable to have a union-security provision.

Although the testimony in the record is not entirely clear on the point, it appears that the January 22 letter was written after there had been previous discussions on oral requests for modification of the agreement; that the Employer had agreed to some of the Union's requests but not to others, and that it had apparently asked the Union to verify the points of agreement and disagreement by letter. Fur-

thermore, there is no clear evidence in the record that any contract negotiations between the Union and the Employer followed the receipt of the January 22 letter. On the contrary, it appears that such negotiations as were required to effect changes in the contract had already occurred upon the basis of the oral requests of the Union for modification, and that the only purpose of the January 22 letter was to clarify the existing points of agreement and disagreement. Both the Employer and the Union maintain that the letter was not intended to terminate the agreement and that the agreement had automatically renewed itself.

In view of the foregoing, and upon the record as a whole, we find that the Union's letter of January 22, 1955, did not, either by its terms or by the conduct of the parties in relation thereto constitute a notice of a desire "to negotiate a new agreement" and thus terminate the existing agreement.[1] Accordingly, as the petition was untimely filed with respect to the automatic renewal date, we find that the contract of April 1, 1954, as automatically renewed, is a bar to this proceeding. We shall therefore dismiss the petition herein.

[The Board dismissed the petition.]

MEMBER LEEDOM took no part in the consideration of the above Decision and Order.

[1] Cf. *Eagle Signal Corporation*, 111 NLRB 1006.

National Foundry Company of New York, Inc. ***and*** **United Steelworkers of America, C. I. O., Petitioner.** *Case No. 2–RC–7177. June 15, 1955*

SUPPLEMENTAL DECISION AND DIRECTION

On February 25, 1955, pursuant to the Board's Decision and Direction of Election dated January 31, 1955, an election was conducted among employees in the unit heretofore found appropriate. At the close of the election, the parties were furnished a tally of ballots which showed that of 149 valid votes counted, 66 votes were cast for the Petitioner, 76 were cast for the Intervenor, National Foundry Independent Union, 7 cast valid votes against any participating labor organization; 1 ballot was held void and 23 ballots were challenged. As the challenged ballots were sufficient in number to affect the results of the election, the Regional Director conducted an investigation, and thereafter, on April 4, 1955, issued and served upon the parties a report on challenged ballots, in which he recommended that of the 23 challenges, 19 should be sustained and 4 should be opened and counted. The Petitioner, thereafter, filed timely exceptions to the report.