Western Roto Engravers, Incorporated *and* International Association of Machinists and Aerospace Workers, AFL–CIO, Local Lodge No. 824, Petitioner *and* San Francisco-Oakland Local No. 8–P, Lithographers and Photoengravers International Union, AFL–CIO, Intervenor.[1] Case 20–RC–7715

December 22, 1967

DECISION AND ORDER

BY CHAIRMAN MCCULLOCH AND MEMBERS BROWN AND JENKINS

Upon a petition duly filed under Section 9(c) of the National Labor Relations Act, as amended, a hearing was held before Patrick Yim, Hearing Officer of the National Labor Relations Board. Petitioner, Employer, and Intervenor have filed briefs, which have been duly considered.

Pursuant to the provisions of Section 3(b) of the National Labor Relations Act, as amended, the National Labor Relations 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.

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 policies of the Act to assert jurisdiction herein.

2. The labor organizations involved claim to represent certain employees of the Employer.

3. No question affecting commerce exists concerning the representation of employees of the Employer within the meaning of Sections 9(c)(1) and 2(6) and (7) of the Act, for the following reasons:

Petitioner seeks to represent the machinists in the Employer's plant. The Employer and the Intervenor contend, *inter alia,* that an existing collective-bargaining agreement is a bar.

The Employer manufactures rotogravure cylinders. Excluding office clerical employees, guards, supervisors, and floor boys, the Employer employs approximately 26 journeymen engravers and the two machinists who are the subject of the petition. Since 1952, the Lithographers and Photoengravers International Union, AFL–CIO, Local 8–P, had represented the engravers. The parties disagree as to whether the previous collective agreements also covered the two machinists.

In May 1967 the Employer and the Intervenor began negotiations for a new collective-bargaining contract. Uncontradicted testimony of the Employer and the Intervenor indicates that the parties agreed to terms on June 23, 1967. On or about June 23 the wage increase and other benefits provided by the new agreement were put into effect retroactively. The 1967 agreement specifically covers the work performed by the two machinists. Article XXVII thereof also provides that the agreement is "subject to review of the International and the contract does not become a valid and binding document without the approval of the International President." During the final days of negotiation, Intervenor's International Union was represented at the negotiations by its vice president, Ted Brandt. At the conclusion of negotiations, when Brandt was asked about his authority, he stated that he was authorized to act on behalf of the International Union, that he had been sent to the negotiations for that purpose, and that the agreement met with the International's approval.

The contract was ratified by the Intervenor's Local membership on June 25. Copies of the agreement signed by the Local's representative were delivered to the Employer on July 11. The Employer signed the agreement and returned the contract to Intervenor's San Francisco office on July 13. On July 14 Petitioner filed the present petition.

Petitioner contends that the above-mentioned contract is ineffective as a bar to an election because it was not signed by the International president of the Intervenor and was undated. We do not agree. In *Standard Oil Company,*[2] the Board held that a requirement for approval by an International union which is not a party to the contract is not a substantial requirement necessary to achieve stability in the bargaining relationship of the parties. Since, in the instant case, the International union is not a party to the contract, its approval is not a condition precedent to the functioning of the contract as a bar.[3] Moreover, even if the approval by the International union were a condition precedent, we note that the contract does not require approval in writing. The previous contract, which also required approval by the International, had never been signed by its president. Thus, the oral assurance given by International Vice President Brandt that the terms of the contract were acceptable to the International union amounted to approval of the contract by a representative of the International who had apparent as well as actual authority to act on the International's behalf.

The Petitioner also contends that the contract cannot constitute a bar because it was undated. The absence of a date on a written and signed agreement has never been regarded as sufficient, by itself, to

[1] Intervention was permitted because of the Intervenor's collective-bargaining agreement with the Employer

[2] 119 NLRB 598

[3] *Id.*

invalidate a contract for purposes of the contract bar rule.[4] In this case, the evidence establishes that the contract was reduced to writing, was for a definite term, was signed by the parties, and was ratified by the Local Union before the Petitioner filed its petition. Under these circumstances, we regard the absence of a date as immaterial.[5]

Accordingly, we find that the collective-bargaining contract between the Employer and the Intervenor constitutes a bar to the present petition. We shall therefore dismiss the petition without considering the Petitioner's request for a separate unit.

ORDER

It is hereby ordered that the petition filed herein be, and it hereby is, dismissed.

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[4] Cf. *Pittsburgh Plate Glass Co.*, 118 NLRB 961

[5] See *Appalachian Shale Products Co.*, 121 NLRB 1160, 1162