



create such a condition precedent but also to situations in which the contract was silent as to prior ratification but such a condition precedent was spelled out from an alleged understanding of the parties at or about the time of the contract negotiations. The latter has resulted in conflicting testimony and protracted hearings, creating contested factual issues for the Board to resolve. The Board, in reexamining this extension of the general rule, is of the opinion that only where the written contract itself makes ratification a condition precedent to contractual validity shall the contract be no bar until ratified.. For like reasons, the Board feels that in all cases where the question of prior ratification depends upon an interpretation of provision for prior ratification in a Union's Constitution or Bylaws, as distinguished from the incorporation of an express provision in the contract, the contract will constitute a bar. Accordingly, the rule for prior ratification is restated as follows: Where ratification is a condition precedent to contractual validity by express contractual provision, the contract will be ineffectual as a bar unless it is ratified prior to the filing of a petition, but if the contract itself contains no express provision for prior ratification, prior ratification will not be required as a condition precedent for the contract to constitute a bar.

42 LRRM at 1507. An examination of the collective bargaining agreement at issue in this case reveals that it does not contain an "express contractual provision" requiring prior ratification. The Employer is seeking to require ratification prior to the filing of the petition based upon its interpretation of the Union's Constitution and Bylaws. It is just this sort of inquiry that Appalachian Shale seeks to avoid. Applying the rule of Appalachian Shale to the facts in this case results in the conclusion that the collective bargaining agreement, reduced to writing and executed by both the Employer and the Union prior to the filing of the petition for decertification, constitutes a bar to the petition. For contract bar purposes, there is no necessity for prior ratification by the Union's membership because the collective bargaining agreement contains no express requirement. Therefore, the hearing examiner correctly determined that the collective bargaining agreement constitutes a bar to the petition for decertification and the Employer's exceptions must be dismissed.

After a thorough review of the exceptions and all matters of record, the Board shall dismiss the exceptions filed by the Employer and make the Proposed Order of Dismissal final.

In view of the foregoing and in order to effectuate the policies of the Public Employe Relations Act, the Board

HEREBY ORDERS AND DIRECTS

that the Exceptions filed to the Proposed Order of Dismissal in the above-captioned matter, be and the same are hereby dismissed, and the Proposed Order of Dismissal, be and the same is hereby made absolute and final.

SEALED, DATED and MAILED pursuant to Conference Call Meeting of the Pennsylvania Labor Relations Board, John Markle Jr., Chairman, and L. Dennis Martire, Member, this twentieth day of August, 2002. The Board hereby authorizes the Secretary of the Board, pursuant to 34 Pa. Code 95.81(a), to issue and serve upon the parties hereto the within Order.