

# CHARTER AGREEMENT ESTABLISHING THE INDUSTRIAL RELATIONS COUNCIL

## PREAMBLE

It is the expressed purpose and intent of the parties to this Agreement to promote, improve and maintain sound, peaceful industrial relations between Employers and Employees on the basis of local autonomy by creating this voluntary medium: (1) for further negotiations in collective bargaining; (2) for arbitration of local deadlocked disputes under existing collective bargaining agreements, thus discouraging strikes, lockouts, and other work stoppages, in the entire Plumbing and Pipe Fitting Industry.

Accordingly, by joint action, the Member Organizations, namely the Mechanical Contractors Association of America, Inc. and the Union Affiliated Contractors of the National Association of Plumbing, Heating, Cooling Contractors, both representing Employers, and the United Association of Journeymen and Apprentices of the Plumbing and Pipe Fitting Industry of the United States and Canada, representing Employees, hereby establish a council ("Council") called THE INDUSTRIAL RELATIONS COUNCIL FOR THE PLUMBING AND PIPE FITTING INDUSTRY.

It is earnestly urged upon the member organizations and their constituent bodies, that reasonableness, patience and good will and a serious endeavor to see the merits and justice of positions put forward by the other party, are in this as in all other efforts of men to substitute harmony for strife, an indispensable foundation for cooperative effort without which the Council cannot achieve success in its purpose.

## ORGANIZATION

1. The Council hereby established to carry out the functions of this voluntary plan, shall be composed of two member representatives or officers of the Union Affiliated Contractors of the National Association of Plumbing, Heating, Cooling Contractors, two member representatives or officers of the Mechanical Contractors Association of America, Inc., representing employers, and four members or officers of the United Association of Journeymen and Apprentices of the Plumbing and Pipe Fitting Industry representing employees. Each Member Organization may appoint alternates to its regular Council members, who may act as Council Members in the absence of such regular Council Members. The Presidents of the three Member Organizations shall be ex-officio members of the Council without vote.
2. Formal meetings of the Council may be held quarterly at a time and place to be determined by the Chairman. Special meetings may be called by the Chairman or shall be called on written request to the Chairman by two Council members. The annual meeting shall be held in the month of February each year or at such other time as the Council shall determine.
3. The Council shall elect at its annual meeting a Chairman and a Vice Chairman and shall appoint a Treasurer and a Secretary. The Secretary and Treasurer may be, but need not be, the same person and may be, but need not be, a Council member. All officers shall serve for a period of one year and until their successors are elected. An officer may succeed himself.
4. A quorum shall consist of four Council members or their alternates, two of whom shall represent employers and two who shall represent employees.
5. The Council may appoint committees from time to time as may be considered advantageous by the Council in promoting its purposes. The Council may delegate special powers to any committee it appoints. The Council may appoint on a committee or may allow committees to select persons of special ability and knowledge, not Council members, to serve in a consulting capacity. The chairman of each such committee shall be a Council member. All such committees shall report their findings and recommendations to the Council or to its Secretary as instructed.

6. All members and officers of the Council shall serve without compensation. The personal expenses incurred by Council members and officers shall be borne by the Member Organization by which they are appointed. The expenses incurred by the Council and its Secretary shall be borne equally by the Member Organizations. If the Secretary is not a Council member the Council may establish a reasonable fee arrangement for the services of the Secretary, to be borne by the Council as an expense.
7. The Council will continue collective bargaining negotiations when local parties have been unable to reach agreement and will also consider disputes/grievances, other than jurisdictional disputes arising under existing local collective bargaining agreements, if they have been processed through the machinery provided by the local agreement and have failed of settlement. The Council may deal with all items in the collective bargaining agreement to the same extent that the parties could in their bargaining. The Council does not normally do this, but it may do so in special cases where necessary to accomplish an appropriate resolution of the issues. The Council shall not undertake continuation of collective bargaining negotiations or consider a dispute under an existing collective bargaining agreement, while a strike, lockout or other work stoppage exists unless a court or the National Labor Relations Board, or other competent authority, directs the parties to submit the matter to the Council. The Council will not proceed with a Hearing while NLRB or any other legal action is ongoing.
8. The IRC requires the parties to sign a "Statement" at the beginning of the actual hearing of the Submission. It summarizes the conditions under which the Council will proceed to hear the matter, and appoints Council members to the Negotiation Board, or Arbitration Panel, as appropriate. Samples of the Statement are in the Appendix.
9. The Council shall determine its own rules and procedures.
10. Recourse to the Council shall be on a voluntary consent basis signified in an appropriate pre-existing contractual provision, or in a current agreed joint submission or separate Submissions from each party.

11. Collective bargaining matters negotiated by the Council, and the decisions in arbitration/grievance disputes submitted to the Council, shall be final and binding upon the local parties, who shall immediately put into effect the Council's negotiated collective bargaining agreement, or dispute decision, as appropriate. Enforcement of the Decision shall be the responsibility of the Submitting parties.

12. After all written and oral presentation in a collective bargaining matter has been made, negotiations shall be continued by the Council sitting in executive session, with Employer and Employee Council Members acting, respectively, as the representative of and on behalf of the local employer(s) and the local union. The Council may deal with all items in the collective bargaining agreement to the same extent that the parties could in their bargaining. The Council does not normally do this, but it may do so in special cases where necessary to accomplish an appropriate resolution of the issues. All negotiation determinations of the Council shall be by unanimous agreement of the Council Members engaged in the negotiations and arrived at by secret

ballot. Negotiation results shall be rendered within forty-eight (48) consecutive hours after the presentation has been declared closed. The negotiation results shall be rendered by the Council in writing and signed by the Council members engaged in the negotiation and shall be released only by their authorization.

13. After all written and oral presentation in a dispute/grievance under an existing collective bargaining agreement has been made, consideration shall be given, and a decision reached, by the Council sitting in executive session. All dispute/grievance decisions of the Council shall be by simple majority vote of the Council Members hearing the dispute and arrived at by secret ballot. Dispute/grievance decisions shall be rendered within forty-eight (48) consecutive hours after the presentation has been declared closed. The dispute/grievance decision shall be rendered by the Council in writing and signed by the Council Members hearing the dispute and shall be released only by their authorization.

## POLICIES OF THE COUNCIL

The Council, realizing that it has been established “to promote, improve and maintain sound, peaceful industrial relations between employers and employees,” proceeds on the basis of continuing collective bargaining negotiations, and settling disputes/grievances under existing collective bargaining agreements, justly.

The Council has adopted the following as a statement of policies for the guidance of the Council and the parties when the Council continues bargaining negotiations, or acts on disputes/grievances under existing collective bargaining agreements.

1. The public interest as well as the welfare and prosperity of the employer and employee, require adjustment of industrial relations by peaceful methods. The Council is endeavoring to eliminate strikes, lockouts, and other work stoppages which always prove costly and detrimental, not only to employers, but also to the journeymen of the United Association as well.
2. Industrial enterprise as a source of livelihood for both employer and employee should be so conducted that consideration is given to the interests of all persons dependent upon it.
3. Regularity and continuity of employment should be sought to the fullest extent possible and should constitute a responsibility resting alike upon employers, wage earners, and the public.
4. Whenever agreements are made with respect to industrial relations they should be faithfully observed.
5. Efficient production in conjunction with adequate wages is essential to successful industry. Restriction of output is harmful to the interest of the wage earners, employers and the public and should not be permitted. Industry efficiency and initiative whenever found, should be encouraged and adequately rewarded, while indolence and indifference should be condemned.
6. Wages should be adjusted with due regard to the rights of every person to an opportunity to earn a living and accumulate a competence; to reasonable hours of work and working conditions; to a decent home, and the enjoyment of proper social conditions, in order to improve the general standard of citizenship.
7. The Council views with disfavor sudden changes in wages and other contract provisions. The Council encourages submission of unresolved collective bargaining issues to the Council prior to expiration of the contract. The Council may, however, render decisions making sudden changes or retroactive changes, or both, if in particular cases the facts appear to warrant such action.
8. The Council may deal with all items in the collective bargaining agreement to the same extent that the parties could in their bargaining. The Council does not normally do this, but it may do so in special cases where necessary to accomplish an appropriate resolution of the issues.
9. Industrial harmony and prosperity will be effectually promoted by local representation of the parties in interest. Existing local forms of representation should be utilized insofar as they may be found to have merit and are adaptable to the matter under consideration. Recourse to the Council is a further means of promoting industrial harmony and prosperity when local representation has failed to resolve the matter.
10. Local collective bargaining committees are urged, in the interest of promoting sound, peaceful relations, to include a provision in their local agreements that all collective bargaining matters which cannot be solved by negotiation at the local level, be submitted to the Council for further negotiation and determination. There is nothing compulsory about using the Council procedure, but its use is unanimously endorsed by the United Association, the Mechanical Contractors Association of America and the Union Affiliated Contractors of the National Association of Plumbing, Heating, Cooling Contractors.

Following is a sample provision of the type the Council recommends for collective bargaining matters:

“If local facilities to resolve one or more items in contract negotiations over wages, hours or working conditions have failed of settlement, both parties agree to submit the

unresolved issues to the Industrial Relations Council for the Plumbing and Pipe Fitting Industry for further negotiation as their representatives, and further agree that all terms and conditions of this agreement shall continue in full force and effect, pending final decision by the Industrial Relations Council.”

11. Collective bargaining agreements normally provide a procedure for settling disputes, grievances, and interpretations under the agreement. This usually provides for several steps between the parties and a final step of binding arbitration. Local collective bargaining committees are urged, in the interest of promoting sound, peaceful industrial relations, to include in their local agreement procedure for settling disputes, grievances and interpretation questions under the agreement, a provision for submission to the Council for the final arbitration step. There is nothing compulsory about the Council procedure, but its use is unanimously endorsed by the United Association, the Mechanical Contractors Association of America and the Union Affiliated Contractors of the National Association of Plumbing, Heating, Cooling Contractors.

Following is a sample arbitration/grievance provision of the type the Council recommends:

“IRC Provision” for Arbitration/Grievance Disputes Under Existing Collective Bargaining Agreements

(Grievances) Article \_\_\_\_\_

**Section 1.** All disputes and grievances concerning compliance with, or interpretation of, this Agreement shall be settled as provided in this Article \_\_\_\_\_.

**Section 2.** Step One. The dispute or grievance shall be set forth in writing and presented to the other party within 3 days after it arises. Representatives of the Union and the Employer shall promptly meet and attempt to reach a settlement.

**Section 3.** Step Two. If settlement is not reached under Step One within 5 days after the dispute or grievance is first presented in writing, it shall be referred to a Joint Grievance Committee consisting of three representatives of the Union and three representatives of the (Association) (Employer). The Committee shall promptly meet and attempt to reach a settlement.

**Section 4.** Any time limits provided for in the grievance and arbitration procedure set forth in this Article may be waived or extended by mutual agreement between the Union and the Association/Employer.

**Section 5.** Step Three. If settlement is not reached under Step Two within 5 days after the dispute or grievance is referred to it, it shall be submitted to the Industrial Relations Council of the Plumbing and Pipe Fitting Industry (“IRC”) for settlement under its procedures. The decision of the IRC shall be final and binding upon all parties and shall be put into effect by the parties immediately.

It is recognized that existing local procedures may vary from the recommended Step One and Step Two and such existing local procedures may be substituted. However, it is urged that the provisions of the above Section 1, defining the scope of the dispute and grievance procedure, and the above Section 5, providing for submission to the IRC for final and binding arbitration, be adopted.