

This is the UAW's model "neutrality agreement," presented to employers in an attempt to force them to waive a host of important legal rights, and help the UAW prod their employees into unionization.

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Accretion to the Unit and Neutrality Agreement:

A. \_\_\_\_\_ and the UAW agree that any new (or newly acquired) operation, facility or plant which performs work that is similar or related to work now being performed in operations covered by this agreement, will be established in such a way as to constitute an accretion to the existing bargaining unit and that such new operation, facility or plant will be covered by the terms of the current Master Collective Bargaining Agreement.

B. \_\_\_\_\_ and the UAW mutually agree to adopt a position of neutrality in the event UAW seeks to represent employees of \_\_\_\_\_ not presently represented by the UAW in collective bargaining. The parties also agree to cooperate and expedite resolution of all matters and questions arising under this agreement so that representation questions are not delayed.

C. Neutrality is hereby defined to mean that neither party will conduct itself or communicate in a negative, derogatory or demeaning nature about the other party (including the other party's motives, integrity, character or performance) or about labor unions or employers generally during any representation effort or campaign. In addition, neither party will engage in conduct, threats, misrepresentations, or delaying tactics which might thereby frustrate the desires of the employees or interfere with the employee efforts to select union representation. Neither party will provide any support or assistance of any kind to any person or group, which is opposed to the principles of this agreement. In addition, neutrality also means that neither party will commit an unfair labor practice, and in the event a complaint is issued by the General Counsel of the National Labor Relations Board (NLRB) or other federal or state agency over any alleged misconduct, the charged party agrees to accept a settlement of the Complaint as proposed by the

NLRB General Counsel. In addition, neutrality means that \_\_\_\_\_ and its agents will not conduct a campaign to oppose union representation. When requested by the UAW, \_\_\_\_\_ will also advise its employees in writing and orally that it is not opposed to the UAW being selected as their bargaining agent.

D. \_\_\_\_\_ agrees that the UAW may select the method for establishing its majority status, whether it be a card-check, private election or NLRB election. The UAW may also determine the appropriate bargaining unit as long as a comparable unit exists at any other location of the \_\_\_\_\_ or in the industry.

E. \_\_\_\_\_ agrees to provide the union with a list of all employees in the bargaining unit proposed by the Union. The list will be provided to the Union within one week of the Union's request and the list will be in the alphabetical order (last name first) and will show the employee's full name, date of hire, classification, department or plant, home phone number and home address including zip code. The employee list may be updated monthly as requested by the Union.

F. \_\_\_\_\_ also agrees to provide the Union with reasonable access to employees in non-work areas (parking lots, break areas, cafeterias, hallways, etc.) during work hours. The Union agrees that it will not seek to engage in solicitation or distribution activities while employees are on work time or in work areas.

G. \_\_\_\_\_ agrees to instruct its agents (managers, department heads, supervisors, etc.) on the obligations and duties of this agreement and to direct its agents to avoid any conduct or actions that are inconsistent with this agreement.

J. In the event the UAW seeks an NLRB election or a private election, \_\_\_\_\_ agrees not to delay any proceedings and to stipulate to the Union's description of an appropriate bargaining unit. \_\_\_\_\_ agrees the secret ballot election will be held within thirty (30) days of the date the petition or request for an election is filed. Both parties agree to abide by the results of the election, and waive the right to file any objections or protest to such an election.

I. In the event the UAW requests a card-check, \_\_\_\_\_ agrees to:

1. stipulate to the description of an appropriate bargaining unit;
2. provide business records, including a list of eligible employees in the appropriate unit and forms containing original employee signatures to the arbitrator;
3. notify the arbitrator (or permit the UAW to notify) to be available for the purpose of conducting said card-check, within 72 hours of the UAW's request. (If the designated arbitrator is not available, the first alternate or, if necessary, second alternate will be asked); and
4. request the arbitrator to review the authorization cards submitted by the UAW against the list of eligible employees and the original signature provided by \_\_\_\_\_ and certify the results of the count.

J. In the event the arbitrator performing the card-check, the NLRB, or the party conducting the private election certifies the results in favor of the UAW's majority status, \_\_\_\_\_ will recognize the UAW and commence bargaining. If a tentative agreement is not reached within six months of negotiations, the parties agree to submit all unresolved issues to interest arbitration.

K. Any alleged violations of this agreement, including any disputes such as conduct during an organizing campaign, voter eligibility, definition of the appropriate unit, etc., will be resolved by a decision of the arbitrator on an expedited basis rendered not later than twenty-one (21) days after the party's demand for arbitration. Both parties agree to request an immediate hearing and a bench decision as to any alleged violation of this agreement. The designated arbitrator shall have complete authority to remedy any violations of this agreement, including the authority to certify the results of any card-check or election and to order \_\_\_\_\_ to immediately recognize and bargain with the Union at the Union's request based on authorization cards or election petition signatures showing that a majority of \_\_\_\_\_ employees in the relevant bargaining unit have selected the UAW as their collective bargaining representative. The

arbitrator's decision shall be final and binding on the parties.