3. FIRST CONTRACT NEGOTIATIONS

A. The parties agree to a no-strike, no-lockout pledges for first contract negotiations.

B. The parties will negotiate for a total of 180 days from date of Union recognition. Any unresolved issues for a first collective bargaining agreement will be submitted to a mutually-agreeable arbitrator for resolution within 30 days after the 180-day negotiation period ends, using procedures developed by the parties. Each party will submit a “final offer package” of unresolved issues. The arbitrator must pick either the Company’s package or the Union’s package. The arbitrator’s ruling is due 30 days after the close of the hearing.

4. DISPUTE RESOLUTION

A. Any alleged violation or dispute involving any aspect of this Agreement, including but not limited to, the scope of a proposed bargaining unit, will be brought before a mutually agreed-to arbitrator within 15 days of submission of the dispute by the charging party.

B. The arbitrator shall rule on the dispute at the close of the hearing. The arbitrator’s decision will be final and binding on the parties.

Agreed to (date)_________________

For the Company:                                         For the Union:

_________________________                      ________________________
Here’s Why Negotiating A Solid Neutrality Clause Into Your Contract Is So Important

Let’s face it. Our union’s strength in contract negotiations is based on our ability to represent all workers of a given employer, and all workers in a given industry. The best contracts are achieved with employers and in industries with a high percentage of union representation. Employers know this. So for years, they’ve been aiming to weaken us by building and buying non-union operations. And by keeping them non-union.

Has your employer ever said something like, “We strive to maintain good relations with our union-represented employees, but we also don’t think our employees at our non-union operations need a ‘third party’?”

That sort of double-talk is just not acceptable. And that’s why we’ve developed a Neutrality Clause.

The Neutrality Clause:

• Commits the employer to remain absolutely neutral in the event our union attempts to organize employees at the employer’s non-union operations covered by the clause.

• Commits the employer to immediately recognize the USW when we submit union authorization cards signed by a majority of non-represented workers.

On the following pages, you’ll find a sample Neutrality Clause your bargaining committee can put on the negotiating table in your next negotiations.

Versions of this language have been successfully negotiated and implemented in the steel, aluminum and other industries, and have actually resulted in better union-management relations. Now it’s time to obtain this language in all our contracts!

Please contact your USW staff representative and the USW Organizing Department for help in dealing with specific problems you may encounter in negotiating a neutrality clause in your contract.

Note: The Neutrality Clause may be a “permissive” subject of bargaining. It’s lawful to propose and bargain over permissive subjects. But DO NOT hold up an overall agreement over Neutrality. DO NOT insist that Neutrality must be part of any contract. And DO NOT threaten to engage in a work stoppage over Neutrality. You must withdraw the Neutrality proposal prior to starting any work stoppage.