NO STRIKE/NO LOCKOUT

Tentatively Agreed April 22, 2019

Section 1: Each of the parties acknowledge the rights and responsibilities of the other party and agrees to discharge its responsibilities under this Agreement. The Union, its officers and representatives at all levels, and all Employees, are bound to observe the provisions of this Agreement. The University, and its representatives at all levels, are bound to observe the provisions of this Agreement.

Section 2: During the life of this Agreement, the Union will not cause, or cause the Employees represented by it to cause, nor will any such Employee take part in any strike, slowdown, work stoppage, or any other concerted interference with the University’s work. No officer or representative of the Union shall authorize, instigate, aid or condone any such activity and no Employee shall participate in any such activity.

Section 3: Should any Employee or Employees take part in any strike or other activities contrary to the terms of this provision, the University shall immediately notify the Union, and the Union through its representatives shall take steps, as described herein, to have the Employee or Employees concerned immediately returned to work in the case of a strike or to cease any other activity prohibited by this Article:

a. publicly disavow such action by the Employees;

b. advise the University in writing that such action by Employees has not been called or sanctioned by the Union;

c. notify Employees of its disapproval of action and instruct such Employees to cease such action and return to work immediately;

Section 4: The University agrees there shall be no lockout of any kind during the life of this Agreement.

Section 5: Any Employee or Employees engaged in an unauthorized strike, slowdown, work stoppage, or any other concerted interference with the University’s work in violation of this Agreement, will be subject to disciplinary action up to and including discharge.

The University reserves the right to add to, delete or modify these proposals at any time during bargaining.