

ARTICLE III
NO STRIKE/NO LOCKOUT

Section A: NO STRIKE

1. During the term of this Agreement or any written extension thereof, the Union, on behalf of its officers, agents and members of this bargaining unit, agrees that there shall be no strikes, work stoppages, picketing, slowdowns, walkouts, refusal to perform assigned duties, sit-downs, sympathy strikes, sickouts, boycotts or any such individual or concerted activities which interfere, directly or indirectly, with the operations of the University.

2. The Union, its officers, agents, representatives and members, and all other employees covered by this Agreement, agree that they shall not in any way, directly or indirectly, authorize, assist, encourage, participate in, sanction, ratify, condone or lend support to any strike in violation of this Section.

3. Any employee who violates this Section shall forfeit all pay and benefits for the duration of the violations and shall be subject to disciplinary action up to and including discharge.

4. Any employee who is absent from work without authorization, or who abstains wholly or in part from the full performance of the employee's duties without authorization, on the date or dates when a strike occurs at the University, shall be presumed to have engaged in such strike on such date or dates.

5. The Union shall be liable and shall make restitution to the University for all losses suffered by the University as a result of activity prohibited in this Article; however, such restitution shall not preclude the awarding of any other damages to which the University may be entitled.

6. In addition to any other liability, remedy or right provided by applicable law or statute, should a strike in violation of this Section occur, the Union shall take whatever affirmative action as is necessary to prevent and bring about the termination of such action or interference as indicated above. Such affirmative action shall include the immediate written notice to the University that the Union disavows and refuses to recognize any such action or interference and the Union shall immediately send written notices to all employees at their home addresses stating that they cease their misconduct and inform them that their misconduct is a violation of the Agreement subjecting them to disciplinary action up to and including discharge. In addition, the Union will refuse to honor, along with its affiliated organizations, if any, all picket lines established by employees engaged in activity violating the first paragraph of this Article.

7. If the Union performs in good faith and in a timely way all of the obligations above, the Union shall not be liable to the University for damages suffered as a result of the strike, except for such damages as are caused by the activities of officials of the Union or with their assistance or consent.

Section B: NO LOCKOUT

During the term of this Agreement, or any written extensions thereof, the University will not lockout any employees in the bargaining unit.