

ARTICLE 23
NO STRIKES

- A.** During the life of this Agreement or any written extension thereof, the University agrees to not engage in a lockout. Additionally, during the life of this agreement or any written extension thereof, AFSCME on behalf of its officers, agents and members, agrees that there shall be no strikes, slowdowns, job actions, walkouts, work-to-rule actions, refusal to perform assigned duties, sit-downs, sympathy strikes, sickouts, picketing, refusal to cross picket lines, boycotts or any such concerted activities which interfere, directly or indirectly, with the operations of the University. Any employee who is absent from work without permission, or who abstains wholly or in part from the full performance of his or her duties without permission, on the date or dates when such activities indicated above occur, shall be presumed to have engaged in such activities on such date or dates.
- B.** AFSCME, 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 such activities in violation of this Article.
- C.** AFSCME 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.
- D.** Any employee who violates this Article shall forfeit all pay and benefits for the duration of the violations and shall be subject to disciplinary action up to and including termination of employment.
- E.** In addition to any other liability, remedy or right provided by applicable law or statute, should any such activities in violation of this Article occur, AFSCME shall immediately:

 - 1. Publicly disavow such action by the employees by either newspaper account or media announcement in immediate geographical area of the strike;
 - 2. Advise the University in writing that such action by the employees has not been called or sanctioned by the Union;
 - 3. Notify employees (and provide the University with individual Proof of Service) of its disapproval of such action and do all within its power to require such employees to cease such action and return to work immediately, informing them that the prohibited activity is unauthorized and in violation of the Agreement and that their misconduct subjects them to disciplinary action up to and including discharge;
 - 4. At the same time, certify to the University, by registered letter or by telegram, that it has notified the employees;

5. Post notices on all appropriate bulletin boards advising that AFSCME disapproves such action and instructing employees to return to work immediately; and
 6. Refuse to honor, along with its affiliated organizations, if any, all picket lines established by any employees or other persons engaged in activity violative of Section A of this Article.
- F.** If AFSCME performs in good faith and in a timely way all of the obligations of Section E.1.6 above, AFSCME 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 officers of AFSCME or with their assistance or consent.