

Article 33
NO STRIKES

- A.** During the life of this Agreement or any written extension thereof, FUPOA 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, may be required to provide acceptable documentation that the employee should be excused for his/her absence and/or the non-performance of some/all or any of his/her duties when such activities as indicated above occur.
- B.** FUPOA, 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.** The University may discharge, suspend, demote or otherwise discipline any employee who violates this Article. Nothing contained herein shall preclude the University from obtaining judicial restraint and damages in the event of a violation of this Article.
- D.** 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, FUPOA shall immediately:
1. Advise the University in writing that such action by the employees has not been called or sanctioned by the Union.
 2. Notify employees (and provide the University with individual Proof of Service) of its awareness 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;
 3. Concurrent with the actions taken in D.2. above, provide written notification to the University that individual employees have been notified pursuant to D.2. above.
 4. Post notices on all appropriate bulletin boards advising that FUPOA disapproves such action and instructing employees to return to work immediately; and
 5. 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.
- E.** If FUPOA performs in a timely way all of the obligations of Section D.1-5 above, FUPOA 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 FUPOA or with their assistance or consent.