

Article 19 – No Strikes, No Lockouts

Section 1. The Employer and the Union acknowledge that this Agreement provides, through the grievance procedure and through other administrative remedies, for an orderly settlement of grievances or disputes which may arise between the parties. Accordingly, the parties agree that the public interest requires the uninterrupted performance of all University services and to this end pledge to prevent or eliminate any conduct contrary to that objective. Therefore, during the life of the Agreement, the Employer shall not lock out any of the employees as a result of a labor dispute or grievance or disputes on personnel matters; nor shall the Union in any way authorize, assist, condone, participate in, or lend support to any work stoppage, work slowdown or any other curtailment of work in the bargaining unit.

Section 2. The Union shall act immediately to prevent and bring about an end to activity in violation of this Article. Actions shall include, but not be limited to, advising employees through direct contact, written, and/or electronic notice that engaging in prohibited activity may lead to disciplinary action, and stating that individuals so engaged must cease such activity and return to work. Copies of such notice shall be provided to the University.

Section 3. Should employees engage in any unauthorized concerted action, then once the employees have returned to work and continue working, a Joint Union/Management Committee shall immediately meet in a good faith effort to resolve the dispute.

Section 4. Any action of the Employer in closing the University during a general strike, riot, or civil disturbance for the protection of the institution, its property, or its employees shall not be deemed a lockout.

Section 5. Nothing herein constitutes a waiver of the University's right to seek appropriate legal relief in the event of a violation of this Article.