

1 ARTICLE [x]. NO STRIKE, NO LOCKOUT

2
3 Section 1. No Strike.

4 Neither the Association, (on its own behalf and on behalf of its officers, agents, and members
5 of the bargaining unit) nor any member of the bargaining unit on behalf of its officers and bargaining
6 unit members, shall cause, engage in, sanction, assist, or participate in any not engage in strikes,
7 slowdowns or work stoppage or walkouts, refusals to report to work, mass absenteeism, or other
8 interruptions of work or picketing during the term of this Agreement or through conclusion of the
9 dispute resolution procedures outlined in ORS 243.712 or during negotiations of a successor
10 Agreement.

11
12 Any bargaining unit member who violates any provision of this Section may be subject to
13 disciplinary action. Recourse or appeal of such disciplinary action shall be limited to the question of
14 whether the employee participated in a strike prohibited by this Section.

15
16 ~~The Employer for its part agrees not to lock out faculty members of the bargaining unit during the~~
17 ~~term of this Agreement or during negotiations for a successor Agreement.~~

18
19 In the event of a violation of this Section, the Association, upon request of Oregon Tech, shall use
20 its best efforts to affect the return of the bargaining unit member(s) involved to their normal work
21 routine. Nothing contained in this Section shall be construed to be a limitation of any right of
22 Oregon Tech to any other remedies, legal or equitable, to which it may be otherwise entitled.

23
24 If the parties do not reach agreement, the Association~~OT-AAUP~~ may~~shall~~ exercise its right to
25 utilize the dispute resolution procedures governing negotiations described in ORS 243.712 through
26 ORS 243.726, including the right to strike.

27
28 ~~In the event of a violation of this Section by a bargaining unit member or group of members, the~~
29 ~~Association, upon request of the Employer, shall use its best efforts to affect the return of the~~
30 ~~bargaining unit member(s) involved to their normal work routine. Nothing contained in this Section~~
31 ~~shall be construed to be a limitation of any right of the Employer to any other remedies, legal or~~
32 ~~equitable, to which it may be otherwise entitled.~~

33 Section 2. No Lockout.

34 Oregon Tech~~The Employer~~ shall not cause or permit any ~~for its part agrees not to~~ lockout of
35 bargaining unit members from their work~~faculty members of the bargaining unit~~ during the term of
36 this Agreement or through conclusion of the dispute resolution procedures outlined in ORS
37 243.712~~during negotiations for a successor Agreement.~~

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39 In the event ~~If a bargaining unit~~ faculty member is ~~restricted or~~ unable to perform their
40 assigned duties~~work~~ because equipment or facilities are not available due to lawful or unlawful
41 activities outlined in the first paragraph of Section 1, above, such inability to provide work shall not
42 be deemed a lockout~~due to a work interruption or strike by other employees of the university, this~~
43 shall not be considered a lockout and the faculty member shall not incur loss of pay or benefits.

*OT-AAUP reserves the right to add to, modify, or amend proposals during the course of negotiations.