

**Article \_\_: No Strike/No Lockout**

**Section 1.** Neither the Union (on its own behalf and on behalf of its officers, agents, and members of the bargaining unit) nor any member of the bargaining unit shall cause, engage in, sanction, assist, or participate in any strike, slowdown, walkout, refusal to report to work, mass absenteeism, or other interruptions of work or picketing during the term of this Agreement or during negotiations for a successor Agreement.

Any member of the bargaining unit who violates any provision of this Section shall be subject to disciplinary action including loss of pay, suspension, and discharge.

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

**Section 2.** The University agrees that during the term of this Agreement, the University Employer shall not cause or permit any lockout of employees from their work. In the event an employee is unable to perform his/her assigned duties because equipment or facilities are not available due to lawful or unlawful activities outlined in the first paragraph of Section 1, above, such inability to provide work shall not be deemed a lockout.