

Article 30

NO STRIKES

GENERAL CONDITIONS

1. During the life of this Agreement or any written extension thereof, the University agrees that there will be no lockouts by the University. Additionally, the Union, on behalf of its officers, agents and members, agrees that there shall be no strikes, slowdowns, picketing, walkouts, refusal to perform assigned duties, sit-downs, sympathy strikes, sick-outs, refusal to cross picket lines, boycotts or any such individual or concerted activities which interfere, directly or indirectly, with the operations of the University. The Union, 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.
2. 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.
3. 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 occur, shall be presumed to have engaged in such activities on such date or dates.
4. 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, the Union shall immediately take whatever affirmative action as is necessary to prevent and bring about the termination of such action or interference as indicated above. Such affirmative action shall include the immediate written notice to the University that the Union disavows and refuses to recognize any such action or interference and the Union shall immediately send written notices to all employees at their home addresses stating that they cease their misconduct and inform them that their misconduct is a violation of the Agreement subjecting them to disciplinary action up to and including discharge. In addition, the Union will refuse to honor, along with its affiliated organizations, if any, all picket lines established by employees engaged in activity violative of the first paragraph of this Article.
5. If the Union performs in good faith and in a timely way all of the obligations above, the Union shall not be liable to the University for damages suffered as a result of such activities, except for such damages as are caused by the activities of officers of the Union or with their assistance or consent. If not, the Union 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.