

TA
for UC
WAB
for AFT¹
By: P. Hinder
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**ARTICLE 35
NO STRIKES/NO LOCKOUT**

- A. The University, on behalf of its officers and agents, agrees that during the life of this MOU or any written extension thereof there will be no lockouts of NSF's. A lockout shall be defined for members of this unit as an action taken by the University to obtain for the University more desirable terms and conditions in the Agreement being negotiated, the result of which is the cessation of furnishing work and pay to NSF's or withholding work and pay from them.
- B. The UC-AFT, on behalf of its officers, agents, and members agrees that there shall be no strikes, stoppages or interruptions of work, sympathy strikes or other concerted activities by members of this unit which interfere directly or indirectly with University operations during the life of this MOU or any written extension thereof. The UC-AFT, on behalf of its officers, agents, and members, agrees that it shall not in any way directly or indirectly authorize, assist, encourage, participate in, sanction, ratify, condone, or lend support to any activities by members of this unit in violation of this Article.
- C. Should a violation of this Article occur:
1. The University shall immediately take whatever affirmative action is necessary to prevent and bring about an end to the lockout activity in violation of this Article. Such affirmative action shall include written notice to the UC-AFT and to each affected NSF at her/his mailing address that the prohibited activity will cease.
 2. The UC-AFT shall immediately take whatever affirmative action is necessary to prevent and bring about an end to any concerted activity in violation of this Article. Such affirmative action shall include written notice to the mailing address of each NSF engaged in the prohibited activity informing her/him that the concerted activity is in violation of this Article, that engaging in such activity may lead to disciplinary action, and that NSF's engaged in prohibited activity must cease such activity and immediately return to work.
- D. The UC-AFT will refuse to honor any and all picket lines established by NSF's engaged in activity violative of Section B. of this Article.
- E. If the UC-AFT performs in good faith and in a timely way all of the obligations of Section C. above, the UC-AFT 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 the UC-AFT or with their assistance or

consent.

- F. When an NSF is absent from work without permission or abstains wholly or in part from the full performance of her or his duties without permission on the date or dates when a strike occurs, there shall be a rebuttable presumption that the NSF has engaged in such strike activity on such date or dates; and the NSF shall not be on pay or benefit status. Any NSF who violates this Article shall be subject to discipline **as outlined in Article 30-Discipline and Dismissal**, ~~up to and including termination of employment.~~ The UC-AFT shall have the right to grieve any action constituting discipline and dismissal as defined in Article 30.
- G. Nothing herein constitutes a waiver of the University's or the UC-AFT's right to seek appropriate legal relief in the event of the violation of this Article.