

## **ARTICLE 35 NO STRIKES/NO LOCKOUT**

- A.** The University, on behalf of its officers and agents, agrees that during the life of this Agreement or any written extension thereof there will be no lockouts of Unit 18 faculty. 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 Unit 18 faculty 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 Agreement 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. Under this section, individual Unit 18 faculty retain rights of free expression including their right to engage in activities in sympathy with other UC unions or bargaining units who are striking.**
- 1. The University shall not discipline or otherwise take adverse action against any Unit 18 faculty member for individually choosing to honor a lawful picket line, withhold struck work, engage in acts of solidarity, or participate in a sympathy strike or other protected concerted activity.**
- D. The parties agree that the terms of Unit 18 faculty appointment do not include those duties assigned to Academic Student Employees (“struck work”), inclusive but not limited to grading, gradebook entry, student support, section meetings and office hours.**
- E. In the event of a strike by another bargaining unit, Unit 18 faculty members shall not be compelled to assume additional tasks, compromise academic integrity or significantly alter curriculum.**
- ~~G. 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 Unit 18 faculty at their 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 Unit 18 faculty engaged in the prohibited activity informing them that the concerted activity is in violation of this Article, that engaging in such activity may lead to disciplinary action, and that Unit 18 faculty 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 Unit 18 faculty 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 a Unit 18 faculty member is absent from work without permission or abstains wholly or in part from the full performance of their duties without permission on the date or dates when a strike occurs, there shall be a rebuttable presumption that the Unit 18 faculty member has engaged in such strike activity on such date or dates; and the Unit 18 faculty member shall not be on pay or benefit status. Any Unit 18 faculty member who violates this Article shall be subject to discipline as outlined in Article 30 — Discipline and Dismissal. 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.~~

F. UC-AFT shall not be liable to the University for damages suffered as a result of a strike or the actions of Unit 18 faculty members exercising

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**their rights under this Article.**