

## ARTICLE [x]. NO STRIKE, NO LOCKOUT

### Section 1. No Strike.

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

Picketing that is not done during scheduled work assignments is not considered an interruption of work.

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

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

In the event of a violation of this Section, the Association, upon request of Oregon Tech, shall 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 Oregon Tech to any other remedies, legal or equitable, to which it may be otherwise entitled.

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

~~In the event of a violation of this Section by a bargaining unit member or group of members, the Association, upon request of the Employer, shall 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 Employer to any other remedies, legal or equitable, to which it may be otherwise entitled.~~

### Section 2. No Lockout.

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

In the event ~~If a bargaining unit~~ faculty member is ~~restricted or~~ unable to perform their

43 ~~assigned duties~~work because equipment or facilities are not available due to lawful or unlawful  
44 activities outlined in the first paragraph of Section 1, above, such inability to provide work shall not  
45 be deemed a lockoutdue to a work interruption or strike by other employees of the university, this  
46 ~~shall not be considered a lockout and the faculty member shall not incur loss of pay or benefits.~~