

**ARTICLE 42. No Strike**

- A. During the term of this Agreement or any extension thereof, the University agrees that there will be no lockouts by the University.
- B. Additionally, during the term of this Agreement or any extension thereof, the Union, on behalf of its officers, agents, and unit members, agrees that there shall be no strikes, or concerted activities which would interfere with the operations of the University.
- C. During the term of this Agreement or any extension thereof, the Union, its officers, agents, and unit members, agree that they shall not in any way participate in, or lend support to, any strikes, sympathy strikes, stoppages, or interruptions of work or concerted activities of any kind in violation of this Article.
- D. In addition, the Union agrees to maintain critical services in the event of any activity by any individual(s) which interfere with the operations of this University. Such critical services include all research facilities at UCSB, all computer accounting and payroll operations at UCSB, all facilities at UCSB in which valuable collections are maintained, all utility distribution systems at UCSB, and all sewage systems at UCSB.
- E. Any employee who violates this Article may be subject to disciplinary action up to and including termination of employment.
- F. Should any activities in violation of this Article occur, the Union shall immediately take whatever affirmative action is necessary to prevent and/or bring about the termination of such action of interference. Such affirmative action shall include the immediate written notice to all employees in the unit, at their work and home addresses, stating that they must cease their violation of this Agreement and that they may be subject to disciplinary action up to and including discharge.
- G. Nothing herein constitutes a waiver of the University's right to seek appropriate legal relief in the event of a violation of this Article.