

University Second Proposal – No Strike No Lockout – 7/16/24

*The University's second comprehensive contract proposal offered on March 15, 2024 remains on the table as a union contract settlement that the university will sign when and if the Union is interested.

*The university reserves the right to add to, modify or withdraw proposals as part of the negotiation process, and to offer additional proposals. No agreement applies to any single provision unless there is agreement on a final package.

ARTICLE - tbd NO STRIKE NO LOCKOUT

Section 1. During the term of this Agreement or any extension thereof, the Union, its representatives, agents, stewards and members will not cause, assist, encourage, participate in, condone, ratify, or sanction any strike, sympathy strike, work stoppage, sit-down, slowdown, curtailment of work, withholding or delaying of any grades, academic evaluations, or other documents or responsibilities pertaining to Northeastern students, including any bargaining unit member research obligations, or any take part in any other interference with the University's work, services or operations. Nor shall the Union, its representatives, agents and stewards, and bargaining unit members engage in any form of harassment or discrimination of bargaining unit members who refuse to engage in any union-related activity, including the payment or non-payment of union dues or fees.

Section 2. Any bargaining unit member engaging in any conduct prohibited by this Article will be subject to disciplinary action, including discharge from their appointment, as determined by the University. Any bargaining unit member disciplined or discharged for failing to comply with this Article shall not have recourse to the grievance and arbitration procedure in Article XIV, provided, however, that a student who contends they did not engage in such prohibited conduct shall have access to the grievance arbitration process but the sole question for resolution will be whether they participated in such prohibited activity. The University's decision as to the specific discipline issued for any violation shall not be subject to challenge under the grievance and arbitration process.

Section 3. The Union is obligated to immediately inform any unit member(s) who engages in conduct prohibited under this Article that such action is prohibited by the Agreement and that such unit member(s) must cease such action and return to full, normal, and timely duties associated with their appointment. The Union shall also distributed to the unit member(s) and the University, and post on its website and all Union social media, a written notice, signed by an officer of the Union, that the work stoppage or other prohibited conduct outlined above is not authorized, condoned or sanctioned by the Union. Such distribution shall be made within twenty-four (24) hours of notice to the Union that bargaining unit members have engaged in conduct prohibited by this Article.

Section 4. Nothing in this Agreement constitutes a waiver of the University's right to legal and/or equitable relief in a court of competent jurisdiction in the event of a violation of this article.

Section 5. During the term of this Agreement, or any extension thereof, the University agrees that it will not lock out any of the unit members covered by this Agreement.