

ARTICLE 23 - WORK STOPPAGE

The following tentative agreement regarding Article 23 language changes is agreed.

For the El Camino College Federation of Teachers

For the El Camino College District

By: Laura C. Saldenwaga
Chief Negotiator

By: Jane Miyashiro
Chief Negotiator

Date: 12/8/2022

Date: 12/5/2022

During the life of this Agreement and before completion of impasse procedures (mediation and fact-finding) under the Educational Employment Relations Act, neither the Federation nor the Federation’s officers shall authorize or advocate a strike, work stoppage, or slow down by members of the faculty bargaining unit.

~~Apart from, and in addition to, existing legal restrictions upon work stoppages, the Federation hereby agrees that neither it nor its officers or authorized agents or representatives shall incite, encourage, or participate in any strike or refusal to perform services as provided in this Agreement, or other work stoppage of any nature whatsoever, or any picketing of District premises, except for picketing that is solely informational in nature, during the life of this Agreement for any cause or dispute whatsoever or wheresoever located, including but not limited to disputes which are subject to the Dispute Resolution Procedures, Article 22, disputes which are specifically not subject to the grievance and arbitration provisions of Article 22, disputes concerning matters not mentioned in this Agreement, disputes contending that the District has committed unfair practices, and disputes with other labor organizations, persons or employers, or jurisdictional disputes. In the event of any strike or refusal to perform services as provided in this Agreement, or other work stoppage of any nature whatsoever or threat thereof, or any picketing of District premises except for picketing that~~

~~is solely informational in nature, the Federation and its officers will do everything within their power to end or avert the same.~~

~~Any Faculty Member authorizing, or engaging in, or participating in, or encouraging, or sanctioning, or recognizing or assisting in any strike, or refusal to perform services as provided by this Agreement, or any work stoppage, or other concerted interference with District operations in violation of this Article, or refusing to perform duly assigned services in violation of this Article, shall not receive compensation for any period of time during which the Faculty Member was assigned but failed to perform the required services to the District, and any such Faculty Member may be subject to dismissal or suspension (subject to the provisions of the Education Code), or may be subject to other disciplinary action. Such disciplinary action may include denial of eligibility for a period not to exceed one (1) year of benefits or privileges provided by this Agreement and not otherwise required by the Education Code. Any such action shall be initiated by the District within thirty (30) days from the violation of this Article.~~