~~SECTION~~ **ARTICLE** TEN

STRIKES AND LOCKOUTS

~~1.~~ **Section 1.** During the life of this Agreement**,** no work stoppages, strikes (including sympathy strikes) or slow-downs shall be caused or sanctioned by the Union, and no lockouts shall be made by the Company.

~~2.~~ **Section** **2.** Any employee, or employees, individually or collectively, who shall cause, or take part in, any strike (including sympathy strikes), work stoppage, interruption, or any impeding of work, during the life of this Agreement, may be disciplined or discharged ~~by~~ **at** the Company**’s discretion but** subject to the **g**rievance **p**rocedure in ~~Section~~ **Article** Twelve **for the purpose of adjudicating the underlying facts, not the Company’s level of discipline**. Any such grievance shall be ~~instituted in~~ **introduced at** ~~Stage~~ **Step** Three of the ~~above described Section~~ **grievance procedure**.

~~3.~~ **Section 3.** In the event that any employee or employees refuse to handle or perform any work, or handle materials or machinery or equipment because of the sources of supply or the Union affiliation or nonaffiliation of the labor engaged in ~~such~~ **the** work, the Union agrees that they will, ~~through their good offices~~ **in good faith**, promptly notify ~~such~~ **the** employee or employees **in writing** that this is a violation of this Agreement. Any employee or employees who engage in such actionsmay be disciplined or discharged by the Company **as provided in Section 2 of this Article** subject to the grievance procedure in ~~Section~~ **Article** Twelve. Any such grievance shall be instituted in ~~Stage~~ **Step** Three of the above described Section.

~~4-A.~~ **Section 4.** If the Company alleges that any violation of ~~Paragraph~~ ~~1~~ **Section** **1** of this ~~Section~~ **Article** has occurred or is occurring, it shall be entitled to **pursue relief from the appropriate court of law and/or** obtain immediate arbitration of the violation **through the following arbitration process**. In this event, notice shall be made by ~~telegram~~ **certified letter** to the Union **after which the Company shall be permitted to select an arbitrator for the purpose conducting an arbitration to hear the matter.**  ~~and to the Federal Mediation and Conciliation Service (FMCS).~~ The arbitrator selected shall hold a prompt hearing within forty-eight (48) hours after receipt of the **Company’s** notice ~~from the Federal Mediation and Conciliation Service~~ and shall render an award within twenty-four (24) hours after the hearing. ~~In such case,~~ **T**he arbitrator shall make findings of fact concerning the alleged violation~~; and~~ **I**f a violation shall be found to have occurred or is occurring, ~~he/she~~ **they** shall order the party or parties or employee or group of employees to desist from any action in violation of this ~~Section~~ **Article**. In the event the arbitrator enters an order to desist from a violation of this ~~Section~~ **Article**, it is agreed that the arbitrator shall ~~make as part of the order~~ **include** a provision in the award to the effect that if the arbitrator finds there is, thereafter, a continuing violation of this ~~Section~~ **Article** during the term of this Agreement, it shall automatically be deemed to be subject to the desist order entered by the arbitrator in such proceeding. When the arbitrator presents to the parties a finding that a violation of this ~~Section~~ **Article** was or is occurring, the employer may proceed ~~forthwith~~ to secure a court order to confirm and/or enforce ~~said~~ **the** desist order.

~~4-B.~~ ~~Whenever a violation of this Section shall be alleged by the Company, notification by telegram shall be made by the Company to the Federal Mediation and Conciliation Service and the Union. The Federal Mediation and Conciliation Service shall maintain a permanent panel of five (5) arbitrators whose selection has been approved in advance by the parties.~~ ~~Cost of arbitration shall be shared equally by the Company and the Union.~~

~~4-C.~~ **Section** **5.** The remedy contained in ~~Paragraph~~ **Section** 4~~A~~and ~~4B~~ **4** for violation of the no-strike clause shall be in addition to any other remedy the Company may have in either law or equity in any federal or state jurisdiction and shall not be construed as the Company’s exclusive remedy.