

ULFA JOB ACTION POLICY

PREAMBLE

The authority to manage the collective bargaining process on behalf of its Members is delegated to the Executive Committee by ULFA Bylaws, in compliance with any applicable legislation. The authority to accept or reject a negotiated collective agreement or to authorize strike action, however, rests solely with the membership.

Job Action is never an end in itself. But it is nevertheless prudent to prepare for the event of a job action. The Board of Governors has control over whether or not a lockout takes place and ULFA's membership has control over the decision to go on strike through a strike vote. This policy will focus on job action when it is initiated by ULFA in the form of a strike and will often refer to strikes throughout, though many of these principles and procedures will apply during the event of any type of job action.

All Members will participate in job action other than those who meet the requirements for exceptional cases as identified herein. All Members are required to withhold their labour, including their presence in the workplace, from the University of Lethbridge campuses in Lethbridge and Calgary, throughout the duration of the job action, except as delineated below for essential services and other purposes.

ULFA is a member of the CAUT Defence Fund, which provides limited pay to Members during job action starting on the fourth day of the job action. The CAUT Defence Fund also provides a loan to ULFA to cover costs associated with job action and a fund to support benefits.

In addition to the CAUT Defence Fund, ULFA has a local Lockout/Strike Preparedness Fund that will be used to cover part of the Members' job action pay, including the first three days of the job action, payment of Board and Member benefit premiums using the provision of B.12 of the Academic Staff Collective Agreement (ASCA) and Article 155 of the Alberta Labour Code, as well as supplementary costs of office relocation, staff overtime during periods of labour dispute, rental of additional equipment and services, purchase of job action related supplies, and other relevant expenses. It is the ultimate intention of this local Fund to supplement the CAUT Defence Fund pay to Members to offset some of the loss of income. All Members receive the same strike pay regardless of their University Salary. Strike pay has been set to reflect roughly our Membership's average salary and includes core benefits as defined in the ASCA for eligible Members.

In the beginning of each bargaining year, this policy shall be reviewed by the ULFA Executive, who shall make recommendations to the Membership regarding this policy.

A. Definitions

- A.1. **Job Action** shall mean any authorized temporary action undertaken by ULFA as a means to end a labour dispute. For the purpose of this policy, job action may include, but is not limited to, a lockout and a strike, and shall refer to both unless specifically stated otherwise.
- A.2. **Job Action Committee** shall mean the regulatory committee tasked with fulfilling the logistical duties associated with conducting job action.
- A.3. **Job Action Headquarters** shall mean the temporary office in which ULFA establishes itself during the time of job action.
- A.4. **Strikebreaking Actions** shall mean any action that undermines the integrity of the job action. Strikebreaking actions may include, but are not limited to, crossing the picket line without obtaining prior approval or otherwise not participating in the job action.

B. Job Action Principles:

- B.1. The purpose of Job Action is to bring impasse to an end as quickly and on the most favorable terms possible to our Members.
- B.2. Strikes contribute to this by inflicting immediate pressure on the Board of Governors such that they are pressured to return to the table and negotiate on terms favorable to our Members.
- B.3. Safety is a primary consideration for all Job Action activities.
- B.4. At the beginning of a Strike, all ULFA Members will refrain, at a minimum, from all teaching and service work on all campuses and in the wider community. Service activities towards ULFA duties are exempt. They may also refrain from research activity, but this will not be required at the beginning of a strike.
- B.5. As the strike progresses, additional activities may be constrained.
- B.6. ULFA will engage in job action on all University campuses and worksites.
- B.7. ULFA will be inclusive in its distribution of job action pay and duties and all Members will be eligible as long as they observe the job action and participate in assigned duties.
ULFA will ensure the core benefits contributions as defined in the ASCA will continue throughout the job action.
- B.8. ULFA will not prevent non-members such as graduate students, post-doctoral workers, or applied/independent studies students from continuing their work, independent of the supervising Member's supervision, so long as the scope of the non-Member's work does not expand to absorb the duties of the ULFA Member. Members are to cease supervision that would involve instruction, training or oversight.
- B.9. When asked by other unions, student, and employee groups how they can support our job action, ULFA will respond to this request by inviting groups to participate in, and help promote, public facing events such as pickets, rallies. These events will be well advertised through the ULFA Membership, and via relevant media channels.

C. During Job Action:

C.1. All eligible Members will continue to receive benefits.

- C.2. All Members will receive up to \$150 per calendar day, seven days per week (\$1050/week). Job action pay is non-taxable and will only be distributed to those who perform job action duties for nine (9) hours per week (such as picket duty or other equivalent work as assigned), normally scheduled as three (3), three-hour shifts. The \$1,050/week will be prorated based on completed shifts, for members who complete fewer than 3 shifts, and without approved exemptions. Members are encouraged to join the picket line for more than the minimum nine (9) hours required, but will not receive additional compensation.
- C.3. Job action pay will be distributed by e-deposit or cheque bi-weekly to those who are eligible for strike duties. There will be a one-week delay between the cut-off day for hours worked and the distribution of pay.
- C.4. A Member must be available to work three (3) three-hour shifts each week as determined by the Job Action Committee. Special considerations for scheduling issues or accommodations of needs will be assessed on an individual basis. This could include alternative scheduling for Members on the Calgary campus, other locations, and for Sessional Lecturers and may include evening and/or Saturday shifts, or alternative duties.
- C.5. A shift will last for an amount of time determined by the Job Action Committee and may depend on the assigned duties. Shifts will normally last three (3) hours per day, though exceptional circumstances may arise that require more time.
- C.6. A Member is required to sign-in either at the Job Action Headquarters or with the picket line captain in order to be counted for job action pay.
- C.7. A Member who is unable to meet a scheduled shift or task must inform the Job Action Headquarters in a timely manner and provide valid reasons for not meeting the obligation (see example request in Appendix A). The Job Action Committee will decide whether or not to provide pay to the Member for the missed time or require additional work in lieu.
- C.8. The Job Action Committee will be responsible for keeping attendance and documenting hours of work for pay.
- C.9. The Job Action Committee will provide picket passes to approved Members for valid reasons.
- C.10. In the event of a dispute with respect to payment or the issuing of picket passes, the ULFA Executive will make the final decision about the dispute.

D. Members Considered to be Exceptions & Entitled to Continue to be Paid by the University/Insurance Benefit Plans:

- D.1. Members who are listed as exempted by the Essential Services Agreement, only for duties for which those exceptions are listed.
- D.2. Members who are on previously arranged vacation, sick leave, long-term disability, political leave, maternity/parental leave, compassionate leave, or other leaves approved by the University. *Please note the University has indicated they will lock out those on earned study leaves. These Members qualify for job action pay for picket duties and/or accommodations/exemptions.

- D.3. Any Member serving in the capacity of an Inactive Member as identified in Articles 4.06 and 4.07.
- D.4. Other cases may be agreed to between ULFA and the Board of Governors as they arise (see Appendix A for sample request).

E. Members Considered to be part of Job Action and Eligible for Job Action Pay Include:

- E.1. Members who are on an authorized leave but who wish to be considered part of job action shall advise the University in writing of their intentions to participate in the job action. The Member will provide the Job Action Committee a copy of communication with the employer.
- E.2. Members who were approved for a leave (such as a study leave or other kind of leave) prior to the start of job action but whose leave was to start during job action will be eligible for job action pay up until the day the leave starts, after which the Member would normally be considered as an exception under D.2.
- E.3. Members who are otherwise eligible for exemptions under D above, and who are removed from the University payroll will be eligible for Job Action Pay using the provisions of Article G and I, below.
- E.4. In the event that a non-Member is locked-out by the employer as a result of job action, a fund will be established with the explicit intent of soliciting donations for those employees if they participate in strike duties. All other cases will be referred to the Job Action Committee for a decision as they arise (see Appendix A for sample request).

F. Job Action Pay Disbursement

Job action pay will be paid bi-weekly and will be paid by e-deposit or cheque.

G. Job Action Pay Entitlement

- 1. To receive job action pay, Members will be expected to contribute to the maintenance of the job action. For most, this will mean some time on the picket line. To qualify for pay during job action, Members must cease teaching, supervision, advising, library work, service, and administrative duties. Accommodations or exemptions are provided for in Article I below.
- 2. Members must not hold classes off-campus or ask teaching assistants to take over duties that would otherwise be duties of the academic staff, as both of these actions are considered strikebreaking activities. There may be some exceptions in certain limited circumstances for which passes to cross the picket line need to be provided (see D.1 above, and Appendix B below), and ULFA will accommodate all reasonable requests. Members shall participate in job action duty as assigned and each shift worked will be counted toward the calculation of pay. As in B.4 and B.5 above, there will initially be no restrictions from ULFA on research efforts of our Members.

3. A member found to have crossed picket lines (without an appropriate picket pass) may face sanctions up to, and including being no longer eligible to participate in the strike, receive strike pay for the duration of the strike, and censure from ULFA activities for up to one calendar year.

H. Job Action Pay for Weekend Days

Though job action pay is provided on a calendar day basis and, therefore, includes weekend days, Members usually will not be assigned duties on the weekend. It is expected, however, that Members will keep up with communication during the weekend days as necessary.

I. Job Action Pay Accommodation

ULFA represents approximately 600 Members on two campuses. In scheduling job action duties each day, considerable effort will be made to accommodate shift preferences, including time of day and types of duty.

Accommodations will be made for all reasonable requests, including but not exclusive to the following: physical or mental disabilities, religious needs, pre-existing circumstances and appointments, medical and family circumstances, and emergencies.

Exemptions will be provided for those in E.1 above who were on non-voluntary leaves (ex. sick leave, maternity/parental leave). Those Members will receive job action pay in lieu of University pay. Those on voluntary leave, whose pay has been suspended, will qualify for job action pay, and normally be expected to perform job action duties, using the provisions of G above.

Members requesting accommodations can use Appendix A. Similar to student or workplace accommodations, please describe your needs. For accommodations of physical or mental disability a disclosure of your diagnoses is not needed.

Approved by ULFA Executive: _____

PROCEDURES

I. Organizing a Strike

Strikes take a great deal of organization and require the complex coordination of picket lines, financial management, and headquarters, and media and membership communications. At every front there needs to be trained and supported volunteers who can organize themselves and others along the way.

It is recognized that Members will be facing financial and emotional challenges that need to be supported throughout a strike.

ULFA will need to take into consideration the necessity for a great deal of work to be done during high emotional stakes. Some of this work will require the specialized skills of those who can organize, recruit, and train volunteers. Committees will need to be organized who can deal with the coordination of the strike on the picket line or manage all aspects of finding and relocating to a designated headquarters.

II. Job Action Committee

The Job Action Committee is responsible for the direction and way the strike will be run on both University of Lethbridge campuses, including duties such as:

- Coordinating all strike related activities;
- Establishing a job action headquarters and contact information;
- Obtaining necessary permission for the location of pickets, portable toilets, and parking;
- Working out a strategy for dealing with strikebreakers;
- Dealing with emergencies on the picket line;
- Working on a communications plan for Members, other campus groups, and the press;
- Coordinating events to keep the job action in the news and to put pressure on the Board to improve the offer.

Forming a Job Action Committee:

1. The Executive has the authority to select and appoint and, if necessary, to remove or replace any member on the Job Action Committee under the provisions of the ULFA Bylaws.
2. The Executive is ultimately responsible for instructing and coordinating the work of the Negotiating Team and the Job Action Committee.
3. The Executive, in consultation with the Bargaining Resource Committee, Negotiating Team and the Chair of the Job Action Committee, shall have the authority to determine whether or not job action should be recommended to the Membership via a strike vote (see Appendix C).

4. The Job Action Committee is responsible to the Executive under the direction of its Chair.
5. The Job Action Committee has the responsibility to provide leadership, planning, coordination, and execution of all job action activities
6. The Job Action Committee, through its Chair, shall consult regularly with, report to, and take instruction from the Executive as to job actions and strategies in support of the collective bargaining process.
7. The Job Action Committee Chair shall have the authority and responsibility to delegate roles and responsibilities for the Committee members.

III. Other Duties As Needed

Financial Management

Volunteers will be needed who will be responsible for all financial matters associated with the strike, including:

- Setting up financial controls and a bookkeeping system for all job action related income and expenses;
- Administering and distributing job action pay, and dealing with disputes over pay;
- Budgeting and overseeing local union funds used for job action related activities;
- Collecting donations and drafting job action related appeals;
- Assistance with an internal audit at the conclusion of the job action;
- Counselling Members in financial difficulty, and helping them deal with financial institutions. (Appendix D and E)

Picket Line Management

Volunteers will be needed who will be responsible for the organization and support of the picket lines, including:

- Preparing duty rosters (who pickets where and when);
- Coordinating picket captains;
- Ensuring picket information gets to picket captains;
- Liaising with law enforcement officers;
- Ensuring the availability of all materials necessary on the picket lines, such as memos, picket captain report forms, signs, etc.
- Organizing transportation, such as for picketers to access routes and for information to be shared between headquarters and picketers;
- Organizing and monitoring alternative assignment of job action duties;
- Organizing and deploying flying squads of picketers;
- Organizing portable toilets;
- Coordinating food and beverages during picket shifts.

Membership Assistance Management

No job action fund is large enough to take care of all the needs of the membership. Members with outstanding loans or mortgages may have trouble making payments and the loss of a paycheque can have many financial consequences. Volunteers will be needed to help Members facing financial and emotional hardship, including:

- Work with picket captains to identify members facing hardship during the job action;
- Act as a referral agent for social agencies;
- Meet with the various credit and loan companies to negotiate a moratorium on payments (see draft form in Appendix D)

Website & Email

Volunteers will be needed to organize job action communication materials for web, social media, print and other mediums as well as dissemination of all communications during the job action, with daily photo sets, reports, and updates.

Email access is provided by the University; however, disruptions in email can occur during a labour dispute. Alternate email addresses (not associated with the University's email server) should be given to ULFA staff during job action.

IV. Consequences for Strike Breaking Activities

While all Members are required to withhold their labour and participation in the University during job action, there may be Members who choose to strikebreak such as crossing the picket line without a picket pass, (physical or virtual) with regards to teaching and service, for one reason or another. If someone is crossing the picket line, inform them of the job action and politely request that they respect the picket line. Conversation should be courteous. Do not physically interfere with the person if they insist on crossing the picket line, instead secure their name, Faculty or Department. Relay this information to the Job Action Committee.

Consequences for crossing the picket line may include cessation of job action pay benefits, a ban from picket line activities as in G.3 of the Job Action Policy above, for the duration of job action.

Consequences for strike breaking, such as crossing the picket line, may also involve a one-year suspension from participation on ULFA Committees and voting on ULFA business, commencing immediately after Job Action concludes.

Consequences for non-performance of job action duties, as assigned, and failure to receive approval for an Appendix A request, may include loss of job action pay for the associated duties for the time in which they were assigned, as in G. *Job Action Pay Entitlement* of the Job Action Policy above.

The ULFA Executive will be the final authority on decisions regarding consequences for strike breaking activities.

Appendix A
Sample Request to Job Action Committee

Date: _____

Request to the Job Action Committee

Choose one of the following:

- I request a change in my scheduled picketing duties.
- I request accommodation from duties on the picket line.
- I request permission for a picket pass (see Appendix B) to cross the picket line for an exceptional circumstance.

Describe the request with brief rationale using the space below. If requesting accommodations on protected grounds (e.g. medical or religious), please identify the needs for which accommodations are required. Further details may be requested as needed, with an emphasis on respecting Member privacy and dignity.

Member Name

Member Signature

Please submit this completed form to Eva Cool, admin@ulfa.ca, with reasonable notice, to be forwarded to the appropriate ULFA Committee.

Appendix A (Continued)

For Internal Use Only

Job Action Committee Decision: Approved Not Approved

Conditions and/or Rationale:

Job Action Committee Rep Name

Signature

Date: _____

Appendix B
Sample Picket Pass

ULFA PICKET PASS

_____ is authorized to cross the picket line.

This pass is valid from: _____ am/pm

Until: _____ am/pm

For the following dates:

Authorized by: _____

Signature: _____

Title: _____

Date: _____

Appendix C
Sample Strike Ballot

Electronic ballot:

ARE YOU IN FAVOUR OF TAKING STRIKE ACTION?

Yes

No

Appendix D

Sample letter from ULFA to banks or finance companies

TO WHOM IT MAY CONCERN

The University of Lethbridge Faculty Association is currently out of the workplace on job action.

Members of this union have made us aware of debts owed to your organization.

We request your patience in these matters should you be contacted by union members about their debt payments.

If you have any questions, don't hesitate to contact the ULFA President
_____ at _____.

Thank you for your attention to this matter.

Sincerely,

Sample letter from members to banks or finance companies

Dear Sir/Madam,

I am a member of the University of Lethbridge Faculty Association, a union that is currently out on job action.

This letter is a request for your patience in receiving payments of my debt owed to your organization (***fill in the necessary information concerning your debt***) until our job action has been resolved.

If you have any questions, don't hesitate to contact me at
_____.

Sincerely,

Appendix E JAC Strike Hardship Support in Job Action

What is hardship support?

Hardship support is designed to assist ULFA members who are participating in job action duties and is intended to supplement strike pay for members dealing with significant financial hardship resulting from reduced income during a strike or lockout. Hardship support is only available while job action is ongoing. Hardship support does not have to be repaid by the recipient.

Amount

Members may be eligible for up to 2 payments of up to \$200 each, with a minimum period of 21 calendar days between applications. A new application is required for each payment. *Members experiencing financial hardship beyond the \$200 limit please contact admin@ulfa.ca to discuss a no-interest loan.*

Eligibility

- *Timing:* hardship support is not available until the 21st day of job action.
- *Job action participation:* the Member must be participating in job action duties for a minimum of 4 shifts per week unless they have approved, exceptional circumstances.
- *Proof of hardship:* the Member must provide proof of imminent financial hardship. For example, an eviction notice or utilities cut-off notice.
- *Reduced net pay:* The applying Member's maximum monthly strike pay must be lower than their pre-strike monthly net pay by the amount of hardship funding they are applying for. For instance, if requesting the maximum \$200, the member's strike pay must be at least \$200/month lower than their pre-strike net pay or there is no discernible hardship. Note that a Member's maximum strike pay takes into account any approved, exceptional circumstances which limit the Member's ability to earn strike pay.
- *21 day waiting period:* the Member must not have received hardship support in the 21 days preceding their current application.

Application, Adjudication and Payment

- Members must complete and submit the "JAC Hardship Support Application" form below and submit to admin@ulfa.ca
- All applications require supporting documentation including (but not limited to): proof of hardship and proof of pre-job action net income.

- Applications will be adjudicated by an ad hoc “Hardship Committee”, composed of the JAC Finance Committee, one ULFA staff member, and one member of the ULFA Executive.
- Applications will be adjudicated within 2 business days of receipt of the application and required supporting documentation.
- Upon successful application, hardship support will be paid out to the Member by cheque or e-transfer within one week of the adjudication decision, but no earlier than 21 days since the Member’s first hardship support payment, where applicable.
- All complete applications received prior to the end of job action will be adjudicated.

Appendix E (Continued)
JAC Strike Hardship Support Application

Members may be eligible for up to 2 payments of up to \$200 each, with a minimum period of 21 calendar days between applications. A new application is required for each payment. *Members experiencing financial hardship beyond the \$200 limit please contact admin@ulfa.ca to discuss a no-interest loan. Note: large household and personal purchases will not normally be considered eligible uses for hardship support or no-interest loans.*

Date:

First and last name:

Acknowledgment:

I understand that this fund is not intended to be a substitute for salary, but rather a tool to help support a limited number of Members experiencing undue financial hardship as a result of reduced pay during job action. _____ (Initial)

Reason for request and intended use of funds:

Attestations

I am actively engaged in job action duties for at least 3 shifts per week, or I have an approved reduced workload _____ (Initial)

I have attached proof of hardship _____ (Initial)

I have attached proof of net income for the last full month of university pay preceding job action _____ (Initial)

This is my first application for hardship support or I have waited at least 21 days since my first hardship support payment _____ (Initial)

Signature

Date

When complete, submit this application to admin@ulfa.ca along with supporting documentation.