



NICFA JOB ACTION, STRIKE AND LOCKOUT POLICY

Policy Statement

Members show solidarity with each other and their bargaining team when they engage in job action. Association members must respect job action strategy and decisions made by the bargaining team and Executive. Individuals who ignore the strategy can undermine the Association's strength and morale, which is counterproductive to the Association and its members.

Definition

A job action involves workers temporarily coordinating their activities to put pressure on the employer in support of a local achieving bargaining goals. Job action is intended to promote solidarity and to offset the power employers exercise over workers. Job actions involve not only striking, but many other actions to help advance members interests.

Information & Responsibilities

During bargaining and after the Collective Agreement expires, the terms of the contract remain in force except when a strike or lockout takes effect. When a strike or lockout occurs, the expired Agreement no longer governs the relationship between the employer, the union, and the employees. Effectively, a strike or lockout terminates the Collective Agreement. While on strike or locked out, the employer has the right to suspend the salary of those employees who respect picket lines and decline reporting to work. However, Labour Boards throughout Canada recognize that employees who are on strike, or who are locked out, continue to be employees of their organizations.

There are many steps before a union may strike or be locked out lawfully. These include bargaining in good faith to reach an agreement, taking a strike vote, providing strike notice, etc. Unions may engage in escalating job action through that process to support negotiations. The executive and the bargaining team will direct members on these actions; members shall not participate in rogue job actions (e.g. "working to rule").

Right to Participate in Legal Job Action

The Labour Relations Code guarantees NICFA members the right to participate in legal job action at North Island College without reprisal. This includes participating in

NICFA-established picket lines as well as respecting the picket lines of CUPE and other third-party unions' picket lines as outlined in Article 2.12.2.

Picketing

Under the Labour Relations Code, a picket or picketing are defined as:

"picket" or "picketing" means attending at or near a person's place of business, operations or employment for the purpose of persuading or attempting to persuade anyone not to

- (a) enter that place of business, operations or employment,
- (b) deal in or handle that person's product, or
- (c) do business with that person.

It is important to note that a picket includes, but is not limited to, a physical picket line. North Island College conducts business online. Therefore, while picketing is taking place, North Island College's online business operations would be considered part of that picketed work. NICFA would consider members who, for example, work on courses, answer emails, grade assignments, or provide other work-related services remotely to students or the institution while there is a legal picket at any North Island College premise to have crossed a picket line.

Job Action by NIC Unions

All NICFA members have the right to honour a legal picket at NIC. Your salary may be reduced by the employer commensurate with work not performed, but no further penalty should be suffered or threatened.

During strike, lockout or other job action at NIC, NICFA members will respect established boundaries, including the pickets, of NIC unions. NICFA members will also respect the established pickets of any other unions if assigned to those sites. The NICFA executive has the power to impose penalties on its members who cross a lawful picket to perform services for the employer during work action. Members so penalized may appeal those decisions.

Continuation of Benefits

The Collective Agreement requires the employer to continue paying benefit premiums, other than pension benefits or contributions, for employees who are on strike or locked out. The Union is responsible to reimburse health benefit expenses to the employer. It shall prioritize benefits payments on behalf of the membership in the event of job action.

Strike Pay

Strike pay is a payment made by NICFA to its members who are on strike, locked out, or observing a third-party picket line at the direction of the NICFA Executive. The purpose of strike pay is to help members mitigate income losses while on strike or lockout; it is not intended to fully replace lost salaries of members. Money for this pay comes from the NICFA reserves and contributions by FPSE during job action. The availability of strike pay increases our leverage at the bargaining table and decreases the probability of a strike, since the employer is aware that their employees have this financial resource available to them if they choose to strike.

Eligibility for Strike Pay

1. NICFA members must support and/or participate in a strike or lockout of an NIC union, or third-party picket line, as directed by NICFA executive, to be eligible to receive strike pay as outlined below.
2. Strike support payments shall be made only to members with appointments in effect at the time of the strike, lockout or third-party picket line.
3. A NICFA member who crosses a picket line and performs work or provides services for the employer during a legal strike, lockout, or picket line, shall not be eligible for strike pay and may also be subject to further restrictions or financial penalties.

Strike Pay Procedures and Limitations

4. NICFA shall use its reserve money and payments from FPSE to support NICFA job action and NICFA members who actively participate in the strike or lockout of an NIC union as approved by the executive.
5. Strike support payments from NICFA shall be determined by the NICFA Council and communicated to members. This shall be no less than 80%, and no more than 95%, of the FPSE daily reimbursement rate, in consideration of other job action expenses. Payments shall be prorated for members working part-time.
6. During a strike or lockout, strike support payments from NICFA will continue until the end of the job action or the first day after which NICFA Reserve Fund drop below \$75,000, at which point, the Executive will consider alternatives for sources of funds.
7. The actual amount of a strike support payment to individual faculty members shall not at any time exceed the amount of lost income in the event of a strike, lockout or third-party picket line.
8. Regular NICFA dues shall be suspended for members who are not working due to strike, lockout or observance of a third-party picket line.
9. Strike support payments shall be made no less frequently than bi-weekly, at the end of the second week, after the commencement of the strike, lockout or erection of a third-party picket line. The Executive may elect to make strike support payments more frequently.

10. The NICFA Executive shall establish procedures for members to obtain strike pay.

Members' Schedule and Duties During a Strike or Lockout

11. Members are required to perform duties including, but not limited to, making signs, phoning, e-mailing, delivering supplies, communications, picket line duty, etc. for daily shifts of up to four hours per day as assigned by NICFA executive or designate.

12. A full job action service day is four hours and a full job action service week is twenty hours. Members will have their strike support obligation, and payment eligibility, prorated based on their percentage of contract.

13. Members may choose to perform less than their maximum picket duties and shall be paid at that percentage.

14. During a strike or lockout, members may be required to participate in activities at various times and campuses to ensure continuity of picket lines. Although every effort will be made to ensure assignments are as convenient as possible, members shall accept time or location allocations as operationally required. This may require picket duties away from the home campus, at one's typical campus, but away from home, and/or in the evening. A refusal to participate in picket activities as assigned will mean a reduction in strike pay.

15. The Union will solicit information on members' assignment preferences as well as their needs. Members should disclose need for functional accommodation or assistance through this process, but there is no obligation to share any medical conditions prompting the request. Supporting medical documentation may be required.

Crossing a Picket or Failing to Perform Picket Duties

16. Members who fail to report for and/or perform assigned picket duties will not be eligible for strike pay. In addition, members shall not cross a legal picket by NICFA, or a picket line at NIC endorsed by NICFA, to perform work or volunteer work for the employer. Doing so may result in penalties, including, but not necessarily limited to:

- Informal or formal warning;
- Member censure, including loss of membership rights (to attend meetings, vote in elections, etc.) for a time proportionate to the violation;
- Forfeiture of strike pay;
- Forfeiture of strike pay eligibility;
- Fines up to the amount the employee earned working for the employer

In most instances, members can expect the imposition of escalating sanctions after progressive intervention and/or repeated violations of picket lines. The union may opt to treat overt and intentional violations with more serious sanctions at the first occurrence; all responses shall be in line with the Correction & Discipline Policy.

17. Members who do not participate in active job action support duties will not face any penalties from the Union if they respect the picket line.

18. Members who do not perform picket duties due to illness, serious personal issues, a lack of available accommodated duties, or concerns about safety, will be permitted to make up missed time to a maximum of twenty hours as long as the job action is underway and with the permission of the President or designate. Requests for deferral of picket time will normally occur within twenty-four hours of a missed picket assignment or as is reasonable under the circumstances.

19. Members' whose services have been deemed essential through the negotiation process, or by an entity entitled to do so, shall be exempt from sanction provided they perform only their required work. The president and/or chief bargainer will notify faculty of the 'essential' workers list. These members may participate in job action activities but will not be entitled to strike pay.

Limitation

This policy applies only in relation to members' work responsibilities. The Association strongly discourages members from crossing *any* picket lines, anywhere. However, it will take no disciplinary action against those who do so in their personal lives.

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