

Policy Governing Strike Action During the Collective Bargaining Process University of Prince Edward Island Faculty Association

Preface

A strike is an integral part of the collective bargaining process used to counterbalance the power of the employer in the labour market. It is a stoppage of work with a common understanding that the purpose is to compel an employer to agree to terms or conditions of employment. It is not an end, but rather a means to obtaining a collective agreement.

The PEI Labour Act governs labour relations between an employer and a certified labour union and sets out the terms under which a strike or a lock-out can occur. Among other conditions, the Act states that no union shall authorize a strike until after a vote by the employees affected has been taken by secret ballot and the majority of those voting has voted in favour of a strike. Further, a strike vote cannot be taken until the conciliation process has failed and a subsequent period of at least 14 days has elapsed.

Definitions

UPEI or *university* refers to the University of Prince Edward Island.

UPEIFA, *Association*, or *union* refers to the University of Prince Edward Island Faculty Association which is the certified bargaining agent for each of its bargaining units as defined in the Certification Orders issued by the PEI Labour Relations Board.

Board of Governors or *Board* refers to the legal body charged under the Prince Edward Island University Act with the overall responsibility for the University. The Board is the entity with which the UPEIFA negotiates its collective agreements. Along with the UPEIFA, the Board is a party to our collective agreements.

Employer refers to the UPEI Board of Governors.

Administration refers to the group of senior administrators who are excluded from the UPEIFA bargaining units and who are delegated the task of overseeing the University's general operation. It is led by the President of the University.

Member, as used in this Policy, refers to a member of the UPEIFA, as defined by its Bylaws, and/or a member of any of its bargaining units, who is affiliated with the affected bargaining unit.

Bargaining unit refers to that group of employees covered by the relevant collective agreement and represented by the UPEIFA.

Services to be withheld

During a strike, it is critical that all Members, with exceptions as described herein, cease to provide all services that are part of their normal responsibilities and duties to the University. The more effectively these services are withheld, the more likely the Employer will be compelled to reach an

agreement.

Therefore, in the event of a strike by the Association, **all Members will be expected to withdraw ALL services that they provide to the University.** Consistent with our responsibilities and duties, these services are chiefly in the areas of teaching, advising, research, scholarship, creative activities, professional activities and service.

Services to be withdrawn include, but are not limited to, the following:

- all undergraduate and graduate teaching in both on- and off-campus locations;
- clinical teaching or routine advising of graduate students, residents or interns;
- teaching in continuing education programs provided by the University;
- consultation with undergraduate students, graduate students, postdoctoral fellows, residents or interns in all areas related to teaching functions by telephone, email or other means;
- supervision of undergraduate and graduate students in off-campus facilities, such as for internships;
- all research or scholarly activities;
- all university, clinical, diagnostic, professional or ambulatory services in both on- and off-campus locations;
- all services provided by academic librarians;
- participation on all University committees or on non-University committees where the Member is a designated representative of the University;
- provision of routine elective care of animals in the Veterinary Teaching Hospital and other such services not covered by the *Memorandum of Agreement on Proper Animal Care*.

Should any Member have any questions or concerns regarding whether or not a certain activity would be considered a service to be withdrawn, they should contact the *Strike Adjudication Committee* immediately for direction.

It will not be possible for the Employer to bring together enough qualified people from outside the relevant bargaining unit to carry on business as usual while the Association is on strike. Simply withdrawing our services will effectively shut down the University and accomplish our objective.

The Association will know which Members accepted remuneration from the Employer for that bargaining unit work during any strike action.

4. Access to campus during a strike

During a strike, the Association expects that Members do not enter the campus. The **only exception** to this will be for the provision of services by specified -Members to provide for the proper care of animals in accordance with the *Memorandum of Agreement on Proper Animal Care* developed by the parties under the Collective Agreement.

In all other cases Members do not have a legal right to access the university campus during a strike. The Employer would be within its rights to charge individuals who do so, without its prior approval, with trespassing. Accordingly, access to campus during a UPEIFA strike cannot be guaranteed by the

Association. In the days leading up to a strike, all Members will be expected to take all measures possible to circumvent any need to be on campus during a strike.

In cases where access to campus by a Member is seen as necessary by the Association, the Association shall negotiate with the Employer to ensure that it grants approval for access. For this reason, a *Strike Adjudication Committee (SAC)* shall be established to receive and to consider any requests from Members to be on campus during a strike. Outside of those situations covered by the *Memorandum of Agreement on Proper Animal Care*, all access to the University campus during a strike by Members will require the prior approval of the *Strike Adjudication Committee*. Any Member who believes that they will need to be on campus during a strike shall seek approval from the *Strike Adjudication Committee* as soon as possible.

Again, access to campus during a strike for purposes other than in accordance with the *Memorandum of Agreement on Proper Animal Care* cannot be guaranteed by the Association.

You should be aware that as the Employer will be in a legal position to initiate a lock-out of Members at the same time as the UPEIFA is in a legal strike position, it may do so without any prior notice to the Association. Should the Employer call a lock-out without a strike being called by the Association, Members would be prevented from accessing their offices, laboratories and other campus facilities. While lock-outs are rarely used by university administrations, the possibility cannot be ignored. In the event of a lock-out, the Association will proceed as if a strike was in place and the processes described herein for the *Strike Adjudication Committee* will be followed.

Note that strike pay will not be provided to any Member who crosses the picket line, except as permitted by the *Memorandum of Agreement on Proper Animal Care* or as approved by the *Strike Adjudication Committee*, or who does not participate in strike duty, or who accepts remuneration from the Employer for that bargaining unit work during the strike period.

5. Picketing during a strike

Picket lines are the major symbol of a strike and are the most visible manifestation of the union's dispute with the employer. Effective picketing is of the utmost significance.

In any picketing situation, some simple principles must be remembered by every picketer:

- picketers have the legal right to picket, to inform the public about the strike issues, and to dissuade people from crossing the picket line;
- the public has the legal right to cross the picket line;
- picketers do not and will not intimidate anyone and no one can intimidate them;
- picketers must simply ignore any and all unpleasantries; and
- picketers must never resort to violence.

With these principles in mind, any strike by the UPEIFA would entail the use of an "information picket" to educate people about our issues. There is no need for militancy on the picket line. In no case shall anyone, including Members, be forcibly prevented from entering the university campus.

All individuals choosing to cross the picket line will be treated with respect by picketers, including Members who choose to do so without permission. While picketing, picketers shall not trespass on

private property including university property, shall not litter and shall not unduly hamper traffic on public roadways.

All Members will be expected to rigorously support the strike.

6. Strike pay and strike duty

The UPEIFA is a member of the CAUT Defence Fund. The primary purpose of this Fund is to provide strike benefits to an academic staff association while its Members are engaged in a strike or lock-out. With the assistance of this Fund, Members shall receive, subject to certain eligibility criteria, strike pay benefits from the Association. The Association may also arrange for a loan from the CAUT Defence Fund to cover the share of insured benefits premiums for the duration of the strike or lock-out that are normally paid by the Members.

In order to receive strike pay, Members must perform strike duty and they must not accept remuneration from the Employer for that bargaining unit work during the strike period. Primarily, this means that Members will be expected to participate in picketing in accordance with an established schedule. However, if some physical disability or medical condition precludes a Member from picketing, alternate duties may be assigned.

Strike pay will not be provided to any Member who crosses the picket line, except as permitted by the *Memorandum of Agreement on Proper Animal Care* or as approved by the *Strike Adjudication Committee*, or who does not participate in strike duty, or who accepts remuneration from the Employer for that bargaining unit work during the strike period.

7. Additional considerations for Members during a strike

a) Members on sabbatical leave and other types of paid leaves, except vacation leave

Unless advised otherwise by the Member, any Member who is on sabbatical leave, or another type of paid leave, will not be considered to be on strike by the Association. The Association takes this position since the Member's service to the University has already effectively been withdrawn. To this end, the Association will attempt to negotiate with the Employer to ensure that salary and benefits premiums for such a Member continue to be paid as normal during a strike.

The Association will, thus, not expect such a Member to participate in strike duty but they will also not be eligible for strike pay. The absence of such a Member from the picket line shall not be interpreted as a lack of support for the strike. Such a Member would be expected not to cross the picket line, without the prior approval of the *Strike Adjudication Committee*.

Notwithstanding the above, if either the Employer withholds salary from such a Member anyway or the Member indicates to the Association that they wish to participate in the strike and the Employer withholds her/his salary as a result, the Association shall extend strike benefits to such a Member. It is the responsibility of the Member to inform the Association if such situations arise. However, the Member would, then, be expected to participate in strike duty. Should the Member believe that there

are extenuating circumstances that may prevent them from participating in strike duty, they should contact the *Strike Adjudication Committee* immediately for direction. Should such a Member cross the picket line without the prior approval of the *Strike Adjudication Committee*, strike benefits would be immediately terminated.

b) Members on vacation leave

Any Member who is on vacation leave at the time of a strike will be considered to be on strike by the Association and will be expected to not provide any services to the University. Such Members will be treated no differently from other Members on strike. All preceding sections shall apply to such a Member. Should the Member believe that there are extenuating circumstances that may prevent them from participating in strike duty, they should contact the *Strike Adjudication Committee* immediately for direction.

c) Members employed at UPEI in another capacity

Any Member who is also employed at UPEI in another capacity at the time of a strike will be considered to be on strike by the Association and will be expected to withdraw all services provided to the University as a member of the affected UPEIFA bargaining unit. Such a Member will be treated no differently from other Members except that they will be granted permission by the *Strike Adjudication Committee* to cross the picket line as necessary to fulfill their non-UPEIFA bargaining unit duties. Such a Member will be expected to contribute to strike duty and will be expected not to perform, in their capacity as a non-UPEIFA bargaining unit member, the work of another Member on strike.

8. Work of a striking bargaining unit.

No member of the Association, or member of any bargaining unit represented by the Association, shall do the work of a bargaining unit represented by the Association which is on strike.