

## **CUPE 3903 STRIKE POLICY -- 2018**

In the event of a legal strike by the membership of CUPE Local 3903 or a lockout, the following shall govern the conduct of the Local and its members during the period of the strike. In the event of a conflict with Local 3903 Bylaws, the Bylaws shall prevail.

### **1. Spokespersons**

The official spokespeople for the local in relations with all news media will be the VP Unit 2, a member of the bargaining team, and a rank-and-file member (to be appointed by the Strike Committee). The communications officer will handle francophone media requests, as well as act as a reserve spokesperson, along with the chairperson.

### **2. Strike Headquarters**

Before the strike deadline, the executive committee shall establish a Strike Headquarters that is accessible and in close proximity to York University, which shall become the administrative centre of the Union for the duration of the strike.

### **3. Picket Duties**

The duties contained herein are minimum requirements. Members will be encouraged to volunteer in excess of the stipulated minimum duties as necessary to wage a successful strike.

**3.1.** Except for valid reasons, including, but not limited to, maternity, parental, or paternity leaves, accessibility needs, medical needs, or reasons considered by the Strike Committee to be valid, every member shall perform strike duties in order to qualify for strike pay. All requests for exemption from strike duties shall be presented to the Strike Coordinator(s), noting the basis for the requested exemption. Such requests are subject to Local Bylaws, the CUPE Constitution, and the CUPE National Defence Fund Regulations.

**3.2.** Members who have received an exemption from picket-line duties shall be offered alternate duties in consideration of the basis for the exemption. Alternative duties (see 4; also see Appendix A) shall be arranged commensurate with the time, challenge, and rate of remuneration of picket line duties.

**3.3.** All picketers shall refer media inquiries for official union positions to designated Local spokespeople. Media requests for unofficial, rank-and-file perspectives on the picket lines should at least be made known to the picket captain.

### **4. Alternate Duties**

Alternative duties shall be set by the Strike Committee and shall include, but not be limited to, the Headquarters, administrative and financial work, social media work, and fundraising.

**4.1.** Members who require alternate strike duties for non-OHRC listed reasons will be accommodated to the best of the Strike Committee's abilities. Members should request

accommodation from the Strike Committee, and will be eligible for alternate duties, with priority given to OHRC listed accommodations.

**4.2.** Members who are on placement, or have additional employment outside of their bargaining unit work, will qualify for pro-rated pay.

## **5. Strike Pay**

**5.1.** Strike pay shall begin for each member on the first day of a legal strike action or lockout, and be dispersed within or equal to a week after a week of duties is completed, for the duration of the strike.

**5.2.** As per the CUPE National Defence Fund Regulations, upon completion of the duties outlined in 3 and/or 4 above, each bargaining unit member shall earn strike pay at a rate of \$15/hour, to a maximum of \$300/week, for a total of 20 hours/week of picket or alternate duties. Members engaged in picket duty who are unable to do 20 hours of strike duty for a legitimate reason may request (depending on the circumstances) full or pro-rated strike pay from the union. Such requests require the consent of the Strike Coordinators along with our CUPE National representative.

**5.4.** Only members who are abstaining from bargaining unit work (or doing only limited work permitted by the Local) will be eligible for strike benefits, subject to the other eligibility criteria herein described. The member must also:

(a) complete and signed a Strike Pay Application in the form provided by CUPE National;

(b) been on the active payroll of the employer who is subject to the strike action at the beginning of the strike; and,

(c) participate in the strike by performing assigned strike duties for at least 20 hours per calendar week.

**5.5.** A member not on the payroll of the employer at the beginning of the strike but who was on the payroll in the previous term with a bargaining unit contract and who reasonably expects future bargaining unit work shall be eligible for strike pay with the permission of the Strike Committee. CUPE National will not pay members under these circumstances, and such strike pay will be paid out of the Local's strike fund subject to availability.

**5.6.** No members of the unit(s) on strike who are collecting maternity or disability benefits at the time of the commencement of a strike/lockout are eligible for strike pay or expected to undertake strike duties. Should the Employer discontinue their benefits or should their benefits otherwise cease, such members shall be paid the equivalent of strike pay.

**5.7.** Upon commencing strike action, the Local shall cease payment of all honoraria until such time as the strike is officially concluded, and the union is back at work. Members of the Executive, Bargaining Team, and any other members receiving honoraria shall be paid the

equivalent in strike pay as they continue to perform their respective duties throughout the duration of the strike.

In the event of a strike, Bargaining Team members are entitled to receipted expenses to a maximum of \$50 per day and such payments will be limited to actual days that the Bargaining Team meets to carry out their duties. This expense is to assist in defraying the daily costs incurred (including transportation and meals) while performing the duties required for the bargaining team. Bargaining Team members are eligible to do picket or alternate duty during a strike (as per Bylaw 17B).

**5.8.** In addition to strike pay, the union shall maintain a Hardship Fund to disburse bursaries or interest free loans (subject to the availability of funds) to members engaging in strike duties that are suffering financial hardship due to the loss of wages during a strike. Such funds will be based on those allocated by the general membership and those fundraised from other individuals, unions, and organizations. (See 11.9 Hardship Fund Committee)

## **6. Member Responsibilities in the event of a strike** (see Article 20 of the Local Bylaws)

**6.1.** Every member shall comply with the Strike Policy of the Local.

**6.2.** Every member shall comply with the directions and/or instructions issued by the General Membership, the Strike Committee, or Executive, during the period of the strike.

**6.3.** In accordance with Article B.6.1(m) of the CUPE National Constitution, a member of the local is guilty of a strike-related offence against the Constitution who fails to respect the local union's picket line, or works for the employer during a legal strike or a labour dispute, or engages in any strike-breaking activities. Violations shall be dealt with in the manner prescribed in Section B.VI (Trial Process) of the CUPE National Constitution.

**6.5.** Members should withdraw their labour and make use of university facilities as little as possible during a strike. Exemptions will be provided to members who live on campus or have ongoing lab work that needs to be taken care of, subject to the approval of the Strike Committee. Ongoing lab work must not be part of a member's employment responsibilities, which should be withdrawn. Personal research is allowed, but if it requires the use of university facilities, it should be limited to only that which is necessary. In pursuing the strike, the local will seek to maximize the impact on York while minimizing it on those members who live on campus or have necessary research to continue during a strike.

## **7. Child Care**

The Strike Committee shall arrange child care for members doing picket or alternated duties. This may include reimbursement of any childcare expenses incurred due to members' performance of picket or alternate duties.

## **8. Food and Refreshments**

From the initial day of the strike, the Strike Committee shall provide food and coffee, tea, and/or other non-alcoholic beverages at Strike Headquarters and shall, wherever and whenever possible, deliver by vehicle food and refreshments to picket lines. Food delivered to the lines will have, whenever possible, vegan, gluten-free, and peanut free options.

## **9. Toilet Facilities**

Access to or provision of toilet facilities shall be arranged wherever picket lines are to be established. A wheelchair-accessible toilet facility will be available at the strike headquarters and on each picket line.

## **10. Strike Support Material**

**10.1.** Picket signs, banners, posters and any other related materials shall be acquired in advance of the strike date. This policy does not prohibit the preparation of such materials after the strike date. The messaging on official strike materials are subject to approval by the Strike Committee.

**10.2.** The Executive Committee is responsible for the procurement of picket line safety equipment in advance of the strike deadline. This equipment includes, but is not limited to Traffic Gates, Pylons, Safety Vests, Fire Barrels, First Aid kits, whistles, and cellphones (or other communication devices). Following the beginning of the strike, a Logistics subcommittee of the Strike committee will be formed to ensure the maintenance, and continued procurement of such equipment (see 11).

## **11. Positions, Committees, and Duties**

**11.1.** In the event of a strike, the **Strike Committee** shall consist of members of the Executive, the Strike Coordinators, picket captains, the bargaining team, and any interested rank and file members. Subcommittees of the Strike Committee shall include, but not be limited to, Strike Policy, Finance, Food and Acquisitions, Strike Headquarters/Off-Campus Space, and Transportation. (as per bylaw 20b) The Strike Committee shall, with the Executive Committee, and subject to membership approval, oversee the conduct of the Strike. This work includes, but is not limited to:

- a) Discussing and approving the strike strategy of the local.
- b) Approving the placement of picket lines and the setting the protocols governing picket lines.
- c) Approving all official strike duties and actions organized by the union.
- d) As identified as the responsibility of the Strike Committee elsewhere in this document.
- e) Such matters relevant to the strike but not addressed by the Local Bylaws, National Constitution, National Defense Fund Regulations, or by this document.

The Strike Committee shall normally meet, at least twice a week until the completion of the strike, in a wheelchair-accessible location.

**11.2. The Strike Benefits subcommittee**, as required by the CUPE National Defence Fund Regulations, shall consist of the signing authorities of the Executive Committee and the Strike Coordinators, and shall be chaired by the Treasurer.

The Strike Benefits Subcommittee is responsible:

- a) for ensuring the prompt and accurate distribution of strike pay to members engaged in strike duties or otherwise entitled to strike pay;
- b) accurate record keeping, that is consistent with the expectations of our bylaws, the National Constitution, the National Defense Fund Regulations, and as set by the Strike Committee and the Membership;
- c) ensuring that members have easy access to all forms necessary to sign up for strike duty or to record strike duty done;
- d) ensuring member's access to health benefits through the National Defense Fund, should these be cut off by the employer.

**11.3. Picket captains** shall normally be appointed by the Strike Committee and shall be responsible for:

- a) Contacting members and ensuring all members, in their respective picket teams, are reporting for picket-line duties and confirming that such duties are distributed in a fair and equitable manner as agreed to by the Strike Committee;
- b) Maintaining accurate daily records of members performing picket-line duties and surrendering such lists to the Strike Co-ordinator(s) and/or Strike Benefits Committee as qualifications for strike pay for members;
- c) Maintaining morale on the picket lines and coordinating safe and effective picket lines;
- d) Participating in Strike Committee meetings to discuss strategy and receive instructions, materials, and information for the conduct of daily duties;
- e) Referring all requests for official union interviews to the designated media spokespeople; and
- f) Being the sole authority on their picket line responsible for dealing with the police, in addition to the designated police liaisons;

**11.4.** Those doing picket or alternate duty will be organized into **Picket Teams** of approximately 10-15 members anchored by a picket captain. Such teams will normally be expected to coordinate their strike duty together.

**11.5.** The Strike Committee shall elect an **Communications Team** subcommittee of no fewer than four (4) members (including the Communications Officer) to be responsible for all liaising

and coordinating with the Strike Committee for all communications tasks. These members will ensure that the 8th line receives enough work preparing, printing, and distributing of daily information. Without restricting the generality of the foregoing, the Information Team shall be responsible for:

- a) Determining, on a daily basis, the content of information bulletins in conjunction with the Local spokespersons and the Bargaining Team;
- b) Ensuring the printing and distribution of materials to the Strike Headquarters, picket lines, and the Bargaining Team;
- c) Preparing all posters, picket signs, banners, bulletins, leaflets, and pamphlets and ensuring adequate supplies are available at all times.
- d) As much as possible, all material produced by the Information Team will be made available in both English and French.

**11.6.** At least six (6) **Strike Co-ordinators** representing the diversity of our Local, shall be appointed by the Strike Committee, subject to ratification at a membership meeting. The Strike Co-ordinator(s) shall co-ordinate the strike in strict accordance with this Strike Policy, Local Bylaws, the CUPE National Constitution, and CUPE National Defence Fund Regulations and directions from the strike committee and the general membership. The Strike Co-ordinator(s) shall receive picket pay for the fulfilment of their duties.

The Strike Co-ordinators shall be responsible for:

- a) Preparing, maintaining, and issuing to the picket captains, daily lists of Local members scheduled for picket line and alternate duties;
- b) Contacting, in conjunction with the picket captains, members for picket-line duties;
- c) In conjunction with the Strike Benefits Committee, the recording and authorising strike pay for members who have performed their weekly picket-line or alternate duties in accordance with these regulations and in accordance with the CUPE National Defence Fund Regulations;
- d) Meeting regularly with all picket captains to discuss and coordinate daily activities and to ensure all picket captains are responsible in their attendance and performance of their duties, and are adequately provided with all necessary support material;
- e) Meeting regularly with the Strike committee to discuss and determine any necessary adjustments to strike strategies;
- g) Two coordinators shall be appointed by the strike committee to act as **Police Liaisons** for the strike committee.

h) Should the union be picketing at Glendon campus, a coordinator will be specifically responsible for Glendon Campus.

i) A coordinator, in conjunction with the Treasurer and Recording Secretary, shall be specifically responsible for those doing alternate duty.

**11.7.** The strike committee shall maintain an **Internal Liaison subcommittee** (of at least 4 members including one Vice President and the Chairperson). The duties of the Internal Liaison subcommittee shall include, but not necessarily be restricted to:

a) Maintaining contact with and soliciting support and contributions from unions, other related organisations, and student groups on campus;

b) Communicating with these organisations by providing timely bulletins, information, and press releases from the information team;

c) Attending, wherever possible, the meetings of such organisations from whom they may receive invitations in order to put forward the Local position as established by the Strike Committee or the general membership;

d) Maintaining contact with and gaining support from Municipal Council, private groups, clubs, etc., which may assist in pressuring the University to settle the dispute;

e) Referring all requests for interviews to the designated media spokespeople;

f) Attempting, by all legal means to obtain support and solidarity with the intent of detrimentally affecting any and all services to and from the University, including supplies to the University, university mail at point of pick-up, garbage removal and any other service or facility which would support the strike; and

g) Reporting, in a timely fashion, to the strike committee and the general membership.

**11.8.** The strike committee shall elect an **External Liaison subcommittee** (of at least 4 members including one Vice President and the Chair). The duties of the External Liaison subcommittee shall include, but are not necessarily be restricted to:

a) Contacting the CUPE National Office, the CUPE-Ontario Division Office, the CUPE Toronto District Council Office, and other CUPE Locals and apprising them of the situation on a regular basis;

b) Maintaining contact with and soliciting support and contributions from the Toronto and York Region Labour Council and other unions and other related organisations off campus;

c) Requesting and, in co-operation with the Strike Committee, co-ordinating support pickets from other CUPE Locals and off-campus student groups;

- d) Requesting, in consultation with the Internal Liaison Committee, and co-ordinating, in cooperation with the Strike Coordinator, support pickets from on-campus student groups;
- e) Distributing printed information prepared by the Information Team to relevant CUPE Locals and student groups;
- f) Attempting, by all legal means to obtain support and solidarity with the intent of detrimentally affecting any and all services to and from the University, including supplies to the University, university mail at point of pick-up, garbage removal and any other service or facility which would support the strike; and
- g) Reporting, in a timely fashion, to the Strike Committee and to the General Membership.

**11.9. A Hardship Fund Committee** shall be solely an 8th Line duty. The purpose of the Hardship Fund Committee shall be to:

- a) Adjudicate and disburse additional funds to members engaged in strike duty or who have received an exemption from strike duty by the Strike Committee (see Article 3) who experience financial hardship due to the loss of wages during the strike through bursaries and interest free loans.
- b) Solicit solidarity donations from individuals, other unions and organizations.
- c) Set up and advertise to members a fair application process.
- d) Ensure the confidentiality for those members who apply.

**11.10. A Food and Acquisitions subcommittee** shall be made up of the Treasurer, Recording Secretary, two Strike Coordinators, and at least two (2) members elected by the Strike Committee to oversee

- a) the procurement and maintenance of safety equipment, communication devices, and other equipment necessary for the Strike.
- b) The provision, subject to availability, of food and refreshments to the picket lines and to Strike Headquarters.

**11.11. A Transportation subcommittee** shall be made up of the Strike Coordinators, and those members selected to drive the vehicles and will see to the procurement, maintenance, and responsible use of vehicles used for the Strike.

**11.13. A Disputes subcommittee** shall be made up of the Recording Secretary, two representatives from each recognized Caucus, the Anti-Racism Committee, and two members elected by the Strike Committee. The purpose of this subcommittee is to address issues of member on member harassment, discrimination, or other conflicts on the picket lines between members. All meetings to deal with disputes shall be minuted. The purpose of the subcommittee is not to resolve such disputes, although they can provide members with



resources to that effect, but to ensure that member's participation in strike duty is not restricted by such experiences, especially for those members who have been subject to harassment and discrimination. As much as possible, the work of this subcommittee shall be confidential. Decisions of the Disputes Subcommittee shall be binding on the members involved.

## **12. General Membership Meetings**

During the strike, **General Membership Meetings** shall normally be held once a week in wheelchair-accessible locations. The agenda of GMMs shall normally include (but not be limited to):

- a) A Report from the Executive Committee on the conduct of the strike.
- b) A Report from the Bargaining Team on the status of negotiations.
- c) A Report by the Strike Committee and its subcommittees on the conduct of the strike.
- d) A Report from the Treasurer on the state of the finances of the union.
- e) An agenda item allotted for motions from the floor that will direct the activity of the union, its committees and/or officers during the strike.

## **13. Availability**

**13.1.** During the course of the strike, designated media spokespeople shall carry, and if necessary be supplied with, a communications device at all times to ensure communications and availability to represent the Local to the media.

**13.2.** Strike Headquarters, the Executive, all picket captains, and the Strike Coordinator(s) shall carry, and if necessary be supplied with, a communications device at all times.

## **14. Transportation**

During a strike the union shall arrange vehicles for the purposes of:

- a) The provision of gates, pylons, and other safety equipment to each picket line;
- b) Flying pickets;
- c) Emergencies;
- d) Performing messages and errands;
- e) Transporting picketers to and from picket lines, necessitating wheelchair-accessible transportation options; and
- f) Delivering food and refreshment as herein described.

One vehicle will be dedicated to the Glendon Picket line.

**15. Amendments**

Changes to the strike policy shall only be made in the manner set out for changes to the Local Bylaws in Article 25.

## APPENDIX A

- ❑ Managing 3903 social media accounts
  - ❑ Developing posts, responding to activity on facebook, twitter, instagram, Reddit, etc.
- ❑ Art and Cultural Creation
  - ❑ Videographers, graphic artists, visual artists to create communicate key issues, strike updates, and general messaging for website and social media
- ❑ Writing
  - ❑ Ranging from quick turnaround updates to longer blog-style posts--to produce written updates and messaging for website, social media, and *On the Front Lines*
- ❑ Adjudicating Strike Hardship Fund
- ❑ Strike Pay Assistance
  - ❑ Work with Office Administrator on data entry, writing paycheques instead of hiring a service, etc.
- ❑ Replenishing picket line supply boxes
  - ❑ Daily activity to happen at Strike HQ
- ❑ Driving duties
  - ❑ Deliver messages, transport people between picket lines; run supply errands; Keele-Glendon trips; dropping off picket supplies, transportation for accessibility needs, etc.
- ❑ GMM Support
  - ❑ Signing people in for Strike GMMs and Ratification Vote(s), GMM Buddies, etc.
- ❑ Picket line food delivery
  - ❑ Pick up and deliver food to lines, both shifts, from Sikh Temple
- ❑ Information Phone Line
  - ❑ Running phone lines for both members and undergraduates/community members
- ❑ Accessibility Group
  - ❑ A working group to ensure in CUPE 3903 spaces and activities are accessible to the widest number of people
- ❑ Email and Data
  - ❑ To create, implement, and sustain data systems that support the daily activities, organization, and communication needed to support all aspects of the strike
- ❑ French Translation
  - ❑ Strike-related materials and communications, as needed
- ❑ Fundraising
  - ❑ Donor list, email templates, member scripts, keeping spreadsheets, etc.
- ❑ HQ Support
  - ❑ TO support the organization and operation of the strike via staffing HQ and projects / duties at HQ
- ❑ Strike Duties Committee
  - ❑ A working group to coordinate the distribution, organization, troubleshooting, and fulfilment of strike duties and the 8<sup>th</sup> line

- ❑ Picket Line Administrators
  - ❑ Support the functioning of administrative aspects of the picket lines, including member sign ins/outs, food delivery, and managing supplies.