

Policy on Negotiations and Labour Disputes

Preamble

1. Effective Date

November 4, 2015

2. Policy Objective

3. Policy Requirements

Part A - Negotiations

1. Pre-Bargaining - All Groups

In preparation for bargaining, and prior to the tabling of demands, compensatory pay and travel expenses shall be paid up to a maximum of eighteen (18) person-days per Group per round of negotiations.

2. Negotiations - Groups Not in Joint Bargaining

- (1)** Subject to a forty-eight (48) person-day limit, compensatory pay and travel expenses shall cover only members of the negotiating team.
- (2)** Compensatory pay and travel expenses for members of the negotiating team shall apply to bargaining sessions and meetings related thereto, such as attendance at designation, arbitration and conciliation boards.
- (3)** Members of a negotiating team residing in the area where bargaining is taking place shall be reimbursed for transportation costs and meal costs related to bargaining. Such members, under special circumstances, may be entitled to reimbursement of accommodation and/or incidental costs when recommended by either the Chair of the negotiating team or the Negotiator.

3. Negotiations - Groups in Joint Bargaining

- (1)** Each joint bargaining council shall be allocated forty-eight (48) person-days times the number of participating bargaining units.

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- (2) Compensatory pay and travel expenses for members of a joint bargaining council/negotiating team shall apply to bargaining sessions and meetings related thereto, such as attendance at designation, arbitration and conciliation boards and to full meetings of a joint bargaining council.
 - (3) Members of a negotiating team residing in the area where bargaining is taking place shall be reimbursed for transportation costs and meal costs related to bargaining. Such members, under special circumstances, may be entitled to reimbursement of accommodation and/or incidental costs when recommended by either the Chairperson of the negotiating team or the Negotiator.

Part B - Labour Dispute Actions

1. Preamble

The Institute is opposed to any labour dispute actions by an employer which affects the pay and benefits of Institute members. Such labour dispute actions may include lock-out or a temporary lack of work situation.

Strike Action

- (1) In all cases where the Institute has bargaining units who are on the conciliation/strike path, an Institute Strike Committee shall be formed.
 - (a) The Institute Strike Committee shall include, as a minimum, the President of the Institute, the COO, the Director, National Relations Services, and the Director, Corporate Services. **BOD – November 2015**
 - (b) Ad-hoc sub-committees may be convened for a bargaining unit(s) contemplating a strike action comprised of Institute staff and representatives of the particular Group as determined by the President of the Institute. **BOD – November 2015**
- (2) The President has the sole authority to approve strike action, with the input from the Institute Strike Committee. **BOD – November 2015**
- (3) The Institute Strike Committee, under the authority of the President, shall be solely responsible for the planning, organizing and conduct of a strike.
 - (a) Procedures to be followed during a strike shall be in accordance with the Institute Strike Manual.

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- (b) Members of bargaining units which are preparing for a strike, or initiating strike action shall be guided by the Institute Strike Committee.

3. Lock-Out or Temporary Lack of Work Actions

- (1) In all cases where an employer is in a legal position to lock out members of a bargaining unit(s), Paragraphs 2.0 shall apply.

4. Labour Dispute Action Taken by Other Bargaining Units or Agents

- (1) If members are prevented from performing their duties because of a strike or lock-out by other bargaining units or agents on the employer's premises, the Institute shall make every effort to ensure that the pay and benefits of its members are not affected.
- (2) The Institute shall undertake the necessary steps to protect any member from threats of suspension and/or disciplinary action by the employer if any member chooses not to cross the picket line of other bargaining units or agents on the employer's premises.
- (3) A request for support of a legal strike action from any other bargaining agent shall be considered on its own merits by the Institute.

Part C - Professional Institute Strike Fund

1. Preamble

The Professional Institute Strike Fund shall be administered in accordance with the following policy. The Institute shall determine appropriate administrative practices to ensure the sound management of the Fund for the benefit of all Regular members who participate in strike activities. Strike activities include, but are not limited to, preparing picket signs, organizing strike activities, augmenting Institute staff, meetings related to strike planning, communications and other activities as authorized by the Strike Committee.

2. Fund Financing

The Strike Fund shall be financed by:

- (1) An amount per member per month, such amount to form part of the basic monthly membership fee, as determined by the Annual General Meeting.
- (2) Unless otherwise determined by the Annual General Meeting, all interest earned by the Institute that is attributable to the Strike Fund shall be directly accrued to the Strike Fund.

3. Disbursement of Fund

- (1)** Each Regular member, whether a full-time or part-time employee, who suffers loss of pay arising solely from participation in legal and authorized strike activities, whether it be for a full day or a part day, shall be compensated at the rate of \$50.00 per day of pay lost. Picket line activity is required to be eligible for strike pay.
- (2)** Strike activities, for example, rotating or sporadic strike activity, requiring the participation of not more than 10% of the members in the bargaining unit, may be funded on the following basis:
 - (a)** Size of Group membership determined as at December 31 of the preceding year;
 - (b)** Groups with up to 200 members - \$15,000;
 - (c)** Groups with 201 members - \$80.00 per member per Group;
 - (d)** Additional entitlements to be determined at the discretion of the Board of Directors.
- (3)** If funds are advanced, the unused funds shall be returned to the Strike Fund within ninety (90) days of the cessation of legal strike activities, accompanied by appropriate accounting of disbursements.

4. Claims

- (1)** Strike pay shall be paid only to those members who participate in authorized and legal strike activities as determined by the Strike Committee.
- (2)** Claims for strike pay, substantiated by the pay stub and a claim form signed by the Strike Captain must be submitted within ninety (90) days upon receipt of a pay stub that indicates a loss of pay due to strike activity.