

## 2.1.6 Job Action

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### 1. FSA Job Action

- 1.1. The Board, in consultation with the Bargaining Team, may call a strike vote in accordance with provincial legislation.
- 1.2. Following a successful strike vote by the membership, the Board, in consultation with the Bargaining Team, shall determine the timing of strike notice and the form of job action to be taken.
- 1.3. The Board may, by a 2/3 majority, delegate responsibility for determining the timing of strike notice and/or the form of job action for the current round of bargaining to the Bargaining Team or the Collective Agreement Committee.
- 1.4. Strike Notice must be served upon the employer by either the President or the Executive Director.
- 1.5. The Executive Director will advise other unions whose members may be impacted by FSA job action of the strike notice as soon as possible.
- 1.6. When job action has been properly called, all FSA Members are expected, without exception, to respect and participate in the job action as directed by the FSA. Failure to participate or support the job action may result in loss of strike pay.

### 2. Job Action by Other Unions

- 2.1. The Executive Director, the President, or their designate will attend any strike coordination meeting called by the BC Federation of Labour or any other labour organization concerning job action that may affect one or more members' work site.
- 2.2. Following notice of job action by another union, the President or Executive Director shall officially recognize the job action, declare the FSA's support of the job action, and notify the employer that it has officially recognized the job action. The Board will consider a motion to ratify the recognition of job action.

### 3. Unless otherwise directed by the Board or motion of the general membership, upon the commencement of any job action on any BCIT campus, the FSA will:

- 3.1. Contact all members and advise them of the job action, the relevant provisions of the Collective Agreement, legislation, FSA policies, strike pay, and other information as applicable and urge them to respect and support the job action.
- 3.2. Arrange for the conduct of all FSA activity off the struck campus or worksite.

- 3.2.1. Call a General Membership Town Hall within ten days of the commencement of the job action to answer members' questions regarding the job action.
  - 3.2.1.1. When communicating with members about their participation in any union meetings, they will be advised that Policy 3.3.1 Discrimination, Bullying, and Harassment Prevention and Redress applies.
4. All members are expected to respect legal picket lines that affect the members' worksite. This includes:
  - 4.1. Refusing to cross the picket line erected by the striking union;
  - 4.2. Refusing to use any communications equipment and systems, including but not limited to telecom and computer equipment, that is located in, owned, or operated by the struck employer;
  - 4.3. Refusing to do business with the struck employer, including by any electronic means;
  - 4.4. Refraining from carrying out any of the work being struck by the striking union; and
  - 4.5. Refraining from any activity which may bring the picket line into conflict with the law, such as verbal abuse, harassment, or approaching the picket line
5. Strike Pay
  - 5.1. Any member who suffers a demonstrable loss of pay due to their support of job action affecting their worksite, and who makes themselves available for FSA-assigned strike support duties, will be eligible for strike pay at a rate determined by the Board upon declaration or recognition of a strike.
  - 5.2. In no case will strike pay exceed the loss of income the member incurs due to their support of the job action.
  - 5.3. Upon notice or commencement of job action, the FSA board of directors shall establish a working group, including the Treasurer with support from FSA management to determine the feasibility of creating an emergency loan fund to assist members who require assistance due to financial hardship. The working group will determine criteria for eligibility for members to apply for these funds.
    - 5.3.1. At the discretion of the Treasurer, this fund may provide up to 20 short-term (less than six months), interest free emergency loans to members who demonstrate financial hardship.
    - 5.3.2. The maximum amount of any single loan to a member will be equal to the value of the strike fund at the time of the strike being called, divided by the number of members at the time the strike is called, rounded to the nearest \$100.

- 5.3.3. If at all possible, this fund will be administered confidentially by a financial institution in BC.
- 5.3.4. If a financial institution cannot be found to administer the fund, a committee consisting of the Treasurer and one other member appointed by the Treasurer, will confidentially adjudicate loan requests. The committee will release the money to approved members who have signed a promissory note to repay the funds.

## 6. Authorization to Cross an FSA Picket Line

- 6.1. In extenuating circumstances due to legislation, labour board rulings, or other specific circumstances, members or other individuals are required to cross an FSA-erected picket line. The Executive Director, President, or their designate may provide the member with a written strike pass allowing them to cross the FSA picket line or not participate in the job action.

### Revision History

<b>Date</b>	<b>Revision (Brief description)</b>
May 2022	Approved at May board meeting – significant changes include – name change of policy from Strike to Job Action and removal of language that members on release with the FSA not be compensated for their work.
December 2021	Stage 1 review
December 2014	Formatted in branded policy template. No content change.
February 15, 2012	Combination and re-write of 2.1.6 Picket Line Recognition (Sep 2/96 Apr 2/97), 2.1.6 Strike (Oct 16/96 Nov 6/98; Jun 2/99, May 16/07), 2.1.7 Strike and Strike Support Pay (February 11, 1996 Nov 3/01, Nov 15/03), 2.1.8 Strike Support Policy (Oct 16/96 Nov 6/98; Jun 2/99), 2.1.9 Strike Support Policy (Undated), 2.1.12 Emergency Loan Fund (Mar 5/97), 2.1.13 Use of Institute Communication During Strike (March 5, 1997 May 7/97; May 28/97), 2.1.14 Release Time Officer Pay During Strike (Mar 5/97).