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25.1 - Strike Fund

Strike Fund

1. OPSEU will establish a separate, segregated strike fund in a separate account into which will be periodically deposited, effective January 1, 1990, 2% of prior year's audited dues income, annually.
2. The strike fund will be separately audited and reported.
3. The land and building at head office will be transferred to the Strike fund to appear as a capital asset of the Strike fund.
(February 21-22, 1980 B, p.7; November 22-23, 1980 B, p.15; June 18-20, 1981 C; December 9-10, 1982 B, p.27-28; November 1-3, 1985 C; November 7-9, 1986 C, p.24; February 28-March 1, 1990 B, p. 5)

Strike Fund - Investment

The First Vice-President/Treasurer is empowered to arrange re-investment of cash funds and existing investments, provided that such investments can be redeemed within 90 days, and all investment transactions are to be reported to the Board on a regular basis. .

Prior Board approval is required for any major changes to the types of investments currently held.
(December 5-6, 1985 B, p.7; March 26-27, 1987 B, p.3; January 19-20, 2005 B, p.9)

Strike Fund - NUPGE Defence Fund

In accordance with article 22.1(b) of OPSEU's Constitution, a one million dollar (\$1,000,000) commitment to NUPGE's Defence Fund will be made available from and repayable to OPSEU'S Strike Fund.

(December 8-9, 1988 B, p.5)

Strike Fund and Pension Fund Investment

The strike fund and the pension fund will be invested only with companies and in such securities of firms that are not acting in an anti-union fashion.

(January 24-25, 1985 B, p.25)

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Section 25 – Strikes
25.2 – Strike Policy

1. Running an effective strike: the OPSEU strike policy
 - 1.1 For centuries, workers have withdrawn their labour to pressure their employers to improve wages and working conditions. Some strikes have achieved their goals; some have not. All have provided valuable lessons on how to strike effectively. The purpose of strike policy is to apply these lessons to current challenges.
 - 1.2 An effective strike depends on thoughtful strategy, strong solidarity, intelligent organization, and well-defined roles for all participants. The OPSEU strike policy aims to provide clear rules and guidance in each of these areas.
 - 1.3 This policy applies equally to all types of work stoppage. It makes no distinction between legal and illegal strikes, continuous strikes, rotating strikes or lockouts.
 - 1.4 OPSEU is committed to obtaining the right to strike for all union members.
2. Strength in solidarity
 - 2.1 Strike action is collective action. During a strike by any OPSEU bargaining unit, union leaders at every level shall act deliberately to strengthen the strike by building solidarity:
 - among striking members;
 - between striking members and non-striking OPSEU members;
 - between striking members and the labour movement;
 - between striking members and the users of the service they provide; and
 - between striking members and the community at large.
 - 2.2 The members, Bargaining Teams, Strike Committees, and other OPSEU bodies mentioned in this policy shall strive to work co-operatively and act in concert at all times.
 - 2.3 With the exception of Essential and Emergency Services (EES) workers, no member of a striking bargaining unit shall perform bargaining unit work or cross a picket line.
 - 2.4 OPSEU does not support any effort or attempt to break a legal strike. OPSEU will not condone or support the actions of any workers who engage in strikebreaking.
 - 2.5 The OPSEU Constitution (Article 30) describes penalties for strikebreaking. Members are to be made publicly aware of the consequences as a result of the breach of Article 30 of the constitution by way of posting before during any and all strike votes.
 - 2.6 The union will only bargain essential and emergency service levels where required by law.
 - 2.7 The union's bargaining goal will be, in all cases, to minimize the number of EES workers.
 - 2.8 The union will, in all cases, look for ways to enhance the participation of EES workers in the strike to help put pressure on the employer.

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- 2.9 Bargaining Teams shall be responsible for bargaining essential and emergency service agreements based on the above rules.
3. Strategy and tactics
- 3.1 No OPSEU bargaining unit shall strike without first analyzing the forces working for and against it in the current round of bargaining. This means the members and their allies, the employer and its allies, service users, the community, the news media, municipal and provincial politicians, current events, and so on.
- 3.2 Well before any strike, the bargaining unit shall do as much as possible to build co-operative relationships with potential allies.
- 3.3 Strike Committees, Area Coordinating Groups, and the Provincial Coordinating Group (see Article 4) shall develop strike strategies and tactics appropriate to their level. It is the duty of Strike Committees to work in concert to implement these strategies and tactics. The goal of strike strategy is to support the bargaining strategy.
- 3.4 In any strike, striking bargaining units shall make sure that the withdrawal of services is as complete as possible. At the same time, they shall also make sure that the strike activities used are the ones that have the greatest impact on the employer.
- 3.5 A strike withdraws services; it also frees up resources. People on strike have the time and the motivation to take part in activities that would otherwise be very difficult. Thus, strike duties may include:
- picketing;
 - lobbying of MPPs, local politicians, directors of employer organizations, and the employer's allies;
 - outreach to service users and groups that represent them;
 - outreach to labour, community, and other potential allies;
 - mass rallies and demonstrations;
 - media relations work and advertising; and
 - any other activities that help end the strike with the desired result.
- 3.6 The goal of any strike is to get the best possible result at the lowest possible cost to members and the union. Bargaining units should make every effort to get the desired results without a strike.
- 3.7 The activities listed in 3.5 can be just as effective before a strike as they are during a strike. Every bargaining unit should mobilize its members to take action well ahead of the strike deadline. To this end, a Mobilization Committee shall be organized at the Local, Area, or Provincial level. This committee may become or merge with the Strike Committee as strike preparations begin.
4. Roles and structures
- 4.1 The Members
- All members of a striking bargaining unit are expected to perform strike duties as assigned by their Strike Committee.

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4.2 The Bargaining Teams

It is the job of elected Bargaining Teams to bargain collective agreements. To guide negotiations, Bargaining Teams shall consult regularly with members, the Strike Committee(s), Area Coordinating Groups, and/or the Provincial Coordinating Group where applicable.

4.3 The Strike Committee

4.3.1 The Local Executive Committee shall establish a Strike Committee.

4.3.2 The Strike Committee shall be responsible for conducting a strike at the Local level.

4.3.3 Notwithstanding the above, in composite Locals where not all bargaining units are on strike, the striking bargaining unit is responsible for the conduct of its own strike. However, the Local shall, through its role on the Strike Committee, provide the maximum help and support possible for any striking bargaining unit in the Local.

4.3.4 The Strike Committee shall be responsible for strike strategy, strike duties, financial administration, strike communications, and other issues that may arise. The Strike Committee may establish sub-committees to deal with any or all of these issues as needed. The Strike Committee remains responsible for the tasks detailed in 4.4.1, 4.4.2, and 4.4.3 whether or not such sub-committees exist.

4.3.5 The Strike Committee shall have the authority to assign strike duties in accordance with OPSEU policy including the authority where a member is involved in strike breaking activity to remove members from picket lines and from all other strike duties and in the event of such a decision to stop payment of strike pay. (December 5-6, 2007 B, p.20)

4.4 Sub-committees of the Strike Committee

4.4.1 Strike Duties sub-committee

The Strike Duties sub-committee shall:

- a) make sure that all striking members are assigned strike duties to implement strike strategy;
- b) in co-operation with the Strike Finance sub-committee, make sure that all striking members have the supports they need (e.g., accommodation as per 4.6, headquarters if necessary, equipment, materials) to perform their strike duties effectively;
- c) assign and train Picket Captains to provide on-the-ground leadership and administrative support for members performing strike duties; and
- d) provide leadership and support to Picket Captains and members to implement strike strategy.

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4.4.2 Strike Finance sub-committee

The Strike Finance sub-committee shall:

- a) make sure that strike pay, and advances for strike administration, are administered and accounted for in accordance with this policy;
- b) make sure that Form E (Weekly Administration Expense Record) is completed and submitted to the assigned staff representative every week, with original receipts/invoices attached;
- c) when the strike is over, submit to the assigned staff representative a completed Form F (Final Account of Strike Fund) reconciling advances received and expenditures made during the strike; and
- d) when the strike is over, provide a full report to the next General Membership Meeting of the Local on all strike finances.

4.4.3 Communications sub-committee

The Communications sub-committee shall:

- a) keep members informed and up-to-date with current information and useful advice;
- b) share information with other OPSEU Locals, Area Coordinating Groups, and OPSEU Communications;
- c) provide information to and liaise with local labour bodies, community organizations, and the community at large; and
- d) handle relations with the local news media, e.g., planning news events, writing and distributing news releases and advisories, returning calls and answering questions from reporters, and leading letter-writing campaigns.

4.5 Hardship Relief

4.5.1 Being on strike is a financial hardship, but not all striking members are equally well-equipped to handle this hardship. The Strike Committee may provide these members with extra help over and above strike pay. This is called “hardship relief.”

4.5.2 Upon receiving a request for hardship relief, the Strike Committee shall set up a Hardship Relief Committee. This Committee shall have two or more members.

4.5.3 The names of members requesting hardship relief are to be kept strictly confidential.

4.5.4 To maintain confidentiality, the Hardship Relief Committee shall set up a separate bank account. Two members of the Committee shall have signing authority over the account.

4.5.5 The Hardship Relief Committee shall:

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- a) administer and/or solicit donations for hardship relief;
- b) notify local financial institutions that a strike is in progress, and that loan applications and requests for payment deferrals may be forthcoming;
- c) act, where appropriate, on behalf of members who are unable to meet credit obligations and ask for help from the Vice-President's Office where necessary; and
- d) report to the Strike Committee on funds collected and paid out for hardship relief.

4.5.6 The normal hardships of being on strike do not qualify a member for hardship relief.

4.5.7 To qualify for hardship relief, a member must first have exhausted all other reasonable options.

4.5.8 Where they exist, Area Coordinating Groups shall coordinate Local hardship relief fundraising efforts and channel funds to the neediest members in the Area.

4.5.9 The union may collect money centrally for hardship relief, but central union funds shall not be used for this purpose. Money collected centrally will be distributed to Area Coordinating Groups and/or Strike Committees for use by their Hardship Relief Committees.

4.5.10 After the strike is over, unused funds collected for hardship relief shall be used to support other strikes by OPSEU members or other unionized workers.

4.6 Accommodation

4.6.1 All members of a striking bargaining unit have the right to participate fully in the strike. However, some members may not be able to perform all strike duties. In such cases, the Strike Committee has a legal and moral obligation to modify the member's strike duties to enable him or her to earn strike pay. This is called "accommodation."

4.6.2 Accommodation may be required due to the prohibited grounds of the Human Rights Code.

4.6.3 Members have a duty to inform their Strike Committee if they need to be accommodated. Members seeking accommodation also have a duty to co-operate in finding accommodation solutions.

4.6.4 Accommodation requests are confidential. A member of the Strike Committee, or of the Strike Duties sub-committee if one exists, shall be assigned to deal with these requests.

4.6.5 Accommodation must be provided in a manner that respects the dignity of the person. This includes the way accommodation is provided and the individual's participation in the process.

4.6.6 The Strike Committee should respond to accommodation requests in a timely fashion and make sure that the accommodation continues until the member no longer needs it.

4.6.7 Members who feel they are not being accommodated may seek help from their regional harassment and discrimination advisors and their OPSEU Regional Vice-President. OPSEU's Harassment and Discrimination policy provides a process for filing and resolving complaints.

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4.6.8 No member shall be denied strike pay because the Strike Committee cannot provide alternate duties.

4.7 Area Coordinating Groups (ACGs)

4.7.1 In multi-local strikes, Locals within a geographical area shall work together to coordinate strike activities. Locals may form “Area Coordinating Groups” (also known as “clusters”) to do this work.

4.7.2 Where a Provincial Coordinating Group exists, ACGs shall work to implement its decisions to strengthen the strike.

4.7.3 Assigned staff and Executive Board Members from the Region shall provide help, support, and direction to the ACGs as needed.

4.7.4 Reasonable costs for the work and activities of the ACGs (meetings, conference calls, transportation, etc.) will be paid by the central union where authorized by assigned staff representatives.

4.7.5 Where practical and useful, ACGs may establish area-level versions of any of the committees outlined in 4.4 and 4.5, above.

4.8 The Provincial Coordinating Group (PCG)

4.8.1 In large-scale multi-local strikes, the President shall, in consultation with staff and the bargaining team of the striking bargaining unit, establish a Provincial Coordinating Group to coordinate strike activities.

4.8.2 The PCG is responsible for providing overall strategic direction and making decisions around the activities of striking bargaining unit members. The PCG will be made up of:

- a) the President and First Vice-President/Treasurer of OPSEU;
- b) the Chair(s) and Vice-Chair(s) of the Bargaining Team(s);
- c) staff and additional members as assigned; and
- d) Executive Board Member(s) as assigned.

4.8.3 Notwithstanding 4.8.2, where the union conducts a job action or strike involving all members of the union, the PCG will be made up of:

- a) the Executive Committee of OPSEU; and
- b) staff assigned by the President.

5. Financial administration

5.1 Strike preparation (Locals)

5.1.1 After the membership has voted to strike and before a strike starts, each Local shall:

- a) make sure that each member fills out and signs Form B (Member Personal Information Form);
- b) complete Form A (Application for Strike Administration Advance); and

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- c) submit the completed Form A to the Regional Office for approval by the staff representative, who will forward it to the Accounting Department (“Accounting”) at OPSEU Head Office;
 - d) for strike pay, designate at least two (2) members of the Strike Committee or Strike Finance sub-committee as cheque signing officers, who must then complete and return a bank signature card to Accounting;
 - e) designate or set up a bank account for strike administration purposes; and
 - f) for strike administration, designate at least two (2) members of the Strike Committee or Strike Finance Sub-Committee as cheque signing officers, who must sign a bank signature card from the institution where the account was opened.
- 5.1.2 Upon receipt of the completed Form A, Accounting will forward a start-up advance of \$1,000 to the Strike Committee or Strike Finance sub-committee to use for strike administration purposes as per 5.2.1.
- 5.1.3 Locals that have submitted an up-to-date Trustee’s Audit Report to Accounting shall receive an extra quarterly rebate cheque at the start of the strike. In multi-unit locals this rebate cheque(s) shall be calculated to only include members in the unit(s) that is (are) on strike, and at the end of every 8 week period the strike continues. This money may be used for strike expenses not covered under 5.2.1. (May 16-17, 2007 B, p.9)
- 5.2 Strike administration (Locals)
- 5.2.1 Accounting will reimburse Locals for the following strike administration expenses:
- a) appropriate strike headquarters and/or strike trailer rentals, if approved by the assigned staff representative;
 - b) hydro hook-up or electricity generator, and generator fuel;
 - c) portable toilets, where necessary;
 - d) land-based telephone lines and related charges; and
 - e) cell phone usage charges, where appropriate.
- 5.2.2 In exceptional cases, expenses not listed in 5.2.1 may be reimbursed, if:
- a) they are authorized by a staff representative first, and
 - b) they are approved by Accounting prior to the expenditure being incurred.
- 5.2.3 All strike expenses must be supported by original receipts or invoices. Expenses must be reasonable and/or be the low-cost option.
- 5.2.4 Every week, each striking Local must forward a completed Form E (Weekly Administration Expense Record) to its assigned staff representative. This form must be signed by a member of the Strike Committee or Strike Finance sub-committee and accompanied by:
- a) original supporting receipts/invoices;
 - b) cheque stubs for all issued cheques; and

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c) cheque and stubs for all voided cheques.

5.2.5 Locals should keep copies of all strike administration Forms and supporting documentation such as receipts, disbursements, paid invoices, etc.

5.2.6 Strike Committees shall refer issues arising from lost, stolen or stale-dated cheques to Accounting.

5.3 Strike pay (Members)

5.3.1 Members who perform a minimum of four or more hours of strike duties per day, or a minimum of 20 or more hours per week, are eligible for strike pay.

Strike pay shall be as follows:

	Weeks 1-3 daily maximum	Weeks 1-3 weekly maximum	Weeks 4+ daily maximum	Weeks 4+ weekly maximum
Member	\$25	\$125	\$40	\$200
Each Dependent	\$4	\$20	\$4	\$20

5.3.3 A dependent is:

- a non-income-earning spouse (excluding a spouse on strike);
- a child under 18 (or under 26 if attending school full time) OR a dependent child as defined by the collective agreement or the benefit plan;
- a disabled family member; or
- an elderly family member who normally receives financial support from the striking member.

5.3.4 If both spouses are on strike, both may claim the dependents.

5.3.5 To receive strike pay and benefits, perform strike duties at a Local other than their own (see 5.3.6), and/or request an accommodation (see 4.6), members must register by filling out Form B and submitting it to the Strike Committee or Strike Finance sub-committee, as appropriate. Form B should be filled out ahead of the strike deadline.

5.3.6 In strikes involving more than one Local, a member may apply to perform strike duties at a Local other than his or her own by filling out the appropriate section of Form B. The application will be approved if:

- a) the member's own Strike Committee approves the release of the member to perform strike duties at another location (such approval shall not be denied unreasonably); and
- b) the member finds a receiving Local that agrees to assign strike duties.

5.3.7 The receiving Local will only accept a member from another Local upon receipt of a completed and signed Form B. Once accepted, the member will be treated as a member of the receiving Local for the assignment of strike duties and payment of strike pay.

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- 5.3.8 Essential and Emergency Services (EES) workers shall pay union dues totalling 30 per cent of gross pay plus the normal dues rate.
- 5.3.9 Emergency and Essential Services (EES) workers will be entitled to a daily top-up payment if their net daily EES wage is less than their daily minimum strike pay entitlement. **NOTE:** Net daily EES wages are calculated as gross wages received less income taxes, EI, and CPP. Other deductions are not used in the calculation of daily net pay.
- 5.3.10 EES workers whose net daily pay is equal to or greater than the strike pay they would earn if they were not performing EES work shall not receive strike pay.
- 5.3.11 Members working part time or on an occasional basis shall receive the same strike pay as members working full time.
- 5.3.12 A member who works for two employers represented by OPSEU, and is on strike against both at once, shall not receive double strike pay.
- 5.3.13 After the strike is over, any eligible members awaiting recall to work may continue to earn strike pay until they return to work, to a maximum of two weeks' strike pay. In such a case, strike pay is dependent upon the performance of "clean-up" duties, if any, assigned by the Strike Committee.
- 5.3.14 Disputes over entitlement to daily strike pay may be appealed to the Strike Committee, whose decision shall be final and binding.
- 5.3.15 The Executive Board will review the level of strike pay from time to time.
- 5.4 Strike pay administration (Picket Captains)
- At the end of each week, Picket Captains shall deliver a completed and signed Form D (Strike Duty Performance and Payment Register) to their Strike Committee or Strike Finance sub-committee.
- 5.5 Strike pay administration (Locals)
- 5.5.1 Strike pay is earned daily and paid if, and only if, the strike lasts for more than one (1) day. A strike which lasts one (1) day or less does not entitle members to strike pay. However, if the strike lasts for more than one (1) day, strike pay is retroactive to the first day strike duties are performed.
- 5.5.2 Strike pay is earned daily but paid weekly. The weekly maximum shall be no more than five (5) days of strike pay.
- 5.5.3 Locals are authorized to issue strike pay to members who are registered for strike duties and/or accommodation.
- 5.5.4 Supplementary strike pay to members, if paid, must be paid for entirely by the Local. Strike pay cheques must not be used for this purpose.

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- 5.5.5 The Bargaining Team chair(s) may assign strike duties to Bargaining Team members, with strike pay dependent upon performance of such duties. Strike pay for Bargaining Team members will be issued through the home Local, upon authorization by the Bargaining Team chair.
- 5.5.6 For strike purposes, a week is seven consecutive calendar days. The first day of the strike is the first day of Week One.
- 5.5.7 The first strike pay cheque must not be issued until seven days after the beginning of the strike. Thereafter, strike pay cheques may be issued on a weekly or bi-weekly basis.
- 5.5.8 The Strike Committee or Strike Finance sub-committee shall submit all completed and signed Form Ds (Strike Duty Performance and Payment Register) to the assigned staff representative at the end of each week.
- 5.5.9 Accounting will distribute funds for strike pay to the Strike Committee or Strike Finance sub-committee upon receipt of:
- a) a completed Form C (Strike Register);
 - b) a completed bank signature card; and
 - c) a completed Form B for each Local member who is requesting strike pay and benefits.

5.6 Strike Benefits

- 5.6.1 Prior to a strike OPSEU will, through its staff negotiator, initiate negotiations with the employer to have the employer pay their usual share of the premiums (with OPSEU paying the members' usual share) for continuance of insured benefits coverage and to have the employer arrange with the insurance carrier(s) to continue coverage as per the collective agreement for all bargaining unit members on strike or lock-out.
- 5.6.2 If the employer agrees to continue coverage under their insurance policy (or policies) but refuses to pay their usual share of the premiums, then OPSEU will pay the required premiums for members on strike/lockout.
- 5.6.3 If the employer does not agree to continue coverage under their insurance policy (or policies) as set out above, OPSEU will provide a limited benefit package through the OJTBF.
- 5.6.3(1) The insured benefits through the OPSEU Joint Trusteed Benefit Fund for OPSEU members who are in receipt of strike pay shall include: \$100,000 Life Insurance; and Extended health coverage
 - 5.6.3(2) OPSEU will also supply insured benefit coverage as outlined in 5.6.3.1 above for any member who is off on a pre-existing disability claim who has had his or her coverage terminated as a result of a strike/lockout in his or her workplace.

When requested, OPSEU will provide, through the OPSEU Joint Trusteed Benefit Fund, insured benefit coverage as outlined in 5.6.3.1 above for members on strike/lockout who do not have insured benefits while at work but would be receiving a percentage in lieu of benefits if it were not for the strike/lockout. (December 4, 2003 B, p.8; January 19-20, 2005 B, p.17)

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5.7 Final Account of Strike Fund (Form F)

5.7.1 No later than two (2) months after the end of the strike, the Local shall:

- a) complete and return Form F to Accounting;
- b) pay all bills arising from the strike;
- c) provide a full account for all funds received, with supporting documentation, to Accounting;
- d) submit all reports, with supporting documents, to Accounting for review;
- e) return, to Accounting, any portion of the \$1,000 start up advance that has not been accounted for; and
- f) provide a full report on strike finances to a General Membership Meeting.

5.7.2 Accounting will hold back quarterly rebates for each Local until the Local has submitted all original strike forms and/or all advances have been returned.

5.7.3 In the event that three (3) rebates have been withheld and there has been continued non-compliance with this policy, the union may start the process of putting the Local into Trusteeship as outlined in the Constitution.

5.8 Submission of Forms

5.8.1 All administration forms mentioned in section 5.0 are those provided in the strike manual or can be forms reproduced and completed electronically at the local level on software supported by OPSEU corporate.
(Convention 2003, p.23)

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(A) Applicability:

This amendment takes force and effect as of April 2003 OPSEU Convention (April 3-5, 2003).

(B) Preamble:

The Constitution authorizes the suspension of strikebreakers from the union, coupled with the assessment of damages. The purpose of Article 30 is not vengeance or retribution, but to protect the union from being weakened by strikebreaking and to compensate the union for the damage done by strikebreakers. Prior to using the strikebreaker article, a Local should consider what other options exist for addressing the presence of strikebreakers. Frank and direct personal interaction with the strikebreakers may be as effective as constitutional steps.

(C) Prerequisites:

The article only applies to persons who:

- worked for the employer during a legal strike, when there was no legal requirement to be at work; and
- worked on more than one occasion (see Article 30.1.1).

This article does not apply to members who were designated as providing essential or emergency services and who restricted themselves only to performing such duties (Article 30.4).

(D) Procedure Applicable to a Local Not Under Trusteeship:

Any Local (not under trusteeship by reason of the proportion of members that are strikebreakers) can respond to the presence of alleged strikebreakers by engaging in the following procedure, as mandated by Article 30.1.1:

- a) Collect objective and reliable facts showing evidence of strikebreaking by identified individuals (bearing in mind that the final determination is to be made at the Local meeting);
- b) Issue a notice of a local membership meeting. The notice should include the following information:
 - a meeting date reasonably far into the future;
 - the names of the individuals who are accused of strikebreaking;
 - that the purpose of the meeting will be in part to consider the allegation of strikebreaking.

This notice must go to all members of the Local in the normal fashion and also be personally delivered or mailed to each member accused of strikebreaking.

- c) Hold a membership meeting, at which the following should occur in the following order:
 - A member of the Local Executive should provide the evidence against any accused strikebreaker;
 - Other members of the Local should be given an opportunity to present their

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- views;
- Any accused strikebreaker should be asked if they wish to respond and, if they do, they should be given “the floor” for a reasonable opportunity to present their evidence and views;
- A vote should be held on a following resolution;

Therefore be it resolved that this Local declare (member name) has engaged in strikebreaking, on more than one occasion, during the _____ strike by the Local.

- The motion is to be supported by at least two thirds of those voting.

The minutes should record all of these steps and be kept on file by the Local.

- d) Ensure the members named in the adopted motion as having engaged in strikebreaking get a letter stating the following:
- A motion was passed at a local meeting duly called as per Article 30.1.1 on (date);
 - The text of the motion;
 - In consideration of the harm done to the union, damages are now owed to the union consisting of 100 per cent of wages earned by the strikebreaker (including the calculation of the amount, but note that the maximum is ten thousand dollars);
 - The member’s membership is suspended, the member is removed from any union office then held (and name the office) the members’ name will be recorded in a central public registry and all these penalties shall remain in effect until the damages have been paid or collected through a civil action;
 - The member has the right to:
 - a. Appeal to the Executive Board, which right is to be exercised by contacting the President’s Office to be placed on the agenda of a pending meeting;
 - b. Or, after one year, the member can apply to the local for the penalty to be lifted or varied.

The letter to the member should be copied to the Office of the President for information and action.

(E) Commencing a Civil Action:

- a) Policy factors: Should a Local wish to consider a civil action against a member to collect the damages for strikebreaking, the following circumstances need to be considered:
- The civil action should not be commenced until any suspended member’s appeal to the Executive Board has been completed;
 - Civil litigation is uncertain and there is no guarantee of success;
 - The cost of the lawsuit will be borne by the local;
 - Any amounts collected in any lawsuit will first be expensed back to the Local to cover the legal cost of the action and the remainder will be put in the central union Strike Fund;

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- The civil action, and choice of counsel, must be approved by the central union (as the central union is the body with the right to sue and has a policy of centrally approving all external representatives).
- b) Procedure: Any Local wishing to commence an action against a strikebreaker to collect damages needs to follow the following procedure;
- Notify the First Vice President/Treasurer of OPSEU who will determine whether to give the Local the authority to commence the action in the name of OPSEU;
 - If the Local wishes to retain counsel, to obtain approval from the First Vice President/Treasurer in consultation with the Union's General Counsel;
 - Keep the First Vice President/Treasurer's office informed of the status of the litigation;
 - Remit any amounts collected in excess of legal costs back to the First Vice President/Treasurer for deposit in the Strike Fund.

(F) Procedure Concerning a Local Under Trusteeship:

Should the Local be under a general trusteeship, the Trustee should consider and decide whether to commence the process for naming strikebreakers and, if so, the Trustee should conduct the process as set out above with the Trustee assuming all of the functions of the Local Executive and also making the determination rather than holding a vote.

Should a local be under trusteeship for the specific reason of the proportion of strikebreakers, the region's Executive Board Members shall assume the function of the Local Executive in respect of the meeting to consider strikebreaking and shall make the determination rather than hold a vote.

(G) Procedure Where a Member Appeals to the Executive Board:

After receipt of the notice of the members' appeal, the Office of the President should place the item on the agenda of the Executive Board and duly notify the member that:

- The matter will be dealt with at a certain meeting;
- The member will have the opportunity to present all relevant evidence and argument.

At the relevant meeting, the Executive Board should hear:

- A member of the Local Executive recount the circumstances of the Local's decision;
- The relevant evidence and argument that the suspended member wishes to bring forward.

The Executive Board shall then decide whether to confirm, vary or nullify the penalty and/forgive or vary the assessed damages.

(H) Member Application to Local for Reconsideration:

After a period of one year from the date of the imposition of the original assessment of damages, an individual may apply to his or her Local for the penalty to be lifted and/or the assessment to be forgiven.

The following procedure is to be used:

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- The suspended member advises the Local that he or she wishes to have the issue considered at an upcoming Local membership meeting;
- The issue is set out in the notice to the members of that meeting;
- The suspended member is personally invited to attend and make a presentation;
- At the meeting, the suspended member is given a reasonable opportunity to present his or her position;
- The Local membership present decides by simple majority vote whether to confirm, vary or nullify the penalty and/or forgive or vary the assessed damages;
- Notification is to be given to the Office of the President for any action required from the central union.

(October 21-23, 2003 B, p.30)