

WORK ACTION POLICY

PURPOSE

This Policy establishes the framework in the event of work action. It provides information and guidance to members regarding potential work action that may arise during the collective bargaining process.

SCOPE

In accordance with the APUO Constitution and By-laws, the Executive Committee is delegated the responsibility to manage the collective bargaining process on behalf of its members, while complying with any relevant legislation. The decision to accept or reject a negotiated collective agreement, or to authorize a strike, ultimately rests with the APUO membership.

All members of the bargaining unit, excluding those who meet the requirements for exceptional cases as specified in this policy, are expected to take part in work action. This involves withholding their labour, including their presence in the workplace, from the University of Ottawa campuses, for the entire duration of the work action, except in cases of essential services and other authorized purposes, as outlined in this Policy.

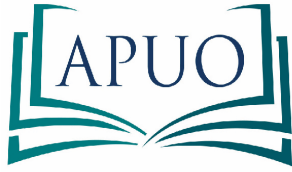
DEFINITIONS

For the purposes of this Policy,

Work action is defined as a lockout or a strike.

Lockout is defined in accordance with the Ontario *Labour Relations Act, 1995* (the Act), as “the closing of a place of employment, a suspension of work or a refusal by an employer to continue to employ a number of employees, with a view to compel or induce that employer’s employees, to refrain from exercising any rights or privileges under this Act or to agree to provisions or changes in provisions respecting terms or conditions of employment or the rights, privileges or duties of the employer, an employer's organization, the trade union, or the employees.”

Strike is defined as “a cessation of work, a refusal to work or to continue to work by employees in combination or in concert or in accordance with a common understanding, or a slow-down or other concerted activity on the part of employees designed to restrict or limit output,” in accordance with the Act.



Work Action Committee refers to the main committee responsible for overseeing and coordinating the logistical requirements of the work action. References to the Work Action Committee (WAC) may be used to indicate the work of a subcommittee, even if the subcommittee is not specifically named in the Policy. This is to accommodate the possibility of subcommittees being established as required to facilitate the work of the Committee.

Strike Headquarters is a central location off campus established by the APUO during a strike. It serves as a command center for coordinating activities related to work action.

POLICY STATEMENT

During any work action event, APUO members are expected to cease all work falling within the scope of their duties at the University of Ottawa and avoid accessing the workplace. This includes, but is not limited to, teaching, advising, mentoring, supervising students, and conducting research.

Exemptions may be made for certain activities. For example, the APUO will make every effort to negotiate with the Employer unrestricted access for Members who must provide animal and plant care, as well as for Members who must prevent irreparable damage to time-sensitive research. If an exemption is made, it will be confirmed by official correspondence from the APUO.

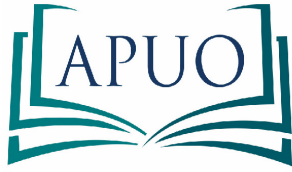
Strike Pay and Benefits

The APUO maintains a dedicated strike fund. The APUO is also member of the CAUT Defence Fund (the Fund), which provides financial support to member unions who go on strike or are locked out. The Fund offers strike pay, as well as other forms of financial assistance, to help compensate qualifying workers for lost wages and income during a labour dispute. The amount of financial assistance provided depends on a variety of factors, such as the length of the work action, the number of workers involved, etc.

When a strike vote is scheduled or when a lockout is announced, the APUO will notify the CAUT Defence Fund of potential work action and will make a request for benefits. The Fund provides strike pay starting from the fourth day of a work action onward.

Eligible members will receive strike pay every two weeks through either a cheque or electronic deposit. Strike pay is \$150 per day (seven days per week) and is a non-taxable benefit.

The APUO will make every effort to negotiate with the Employer to maintain benefit coverage and pension contributions.



Strike Work

To be eligible for strike pay, members must:

- Make themselves available for at least three (3) shifts per week (Monday to Friday) as assigned by the APUO Work Action Committee (WAC).
- Sign in at the Strike Headquarters or with their assigned Picket Captain to record their attendance.

The length of each picket shift will be determined by the WAC but will not exceed two and a half (2.5) hours per day (not including travel time to and from the picket location), except in exceptional circumstances. If a member is unable to meet a scheduled shift or task, they must inform the Strike Headquarters in a timely manner and provide valid reasons for not fulfilling their strike obligation. The WAC will review each case and decide whether to provide strike pay for the missed shift or require additional strike work in lieu. In case of a dispute regarding strike pay, the WAC will make the final decision.

Members assigned to strike work may request an accommodation with the Work Action Committee. The WAC will review and assess each request on a case-by-case basis, considering the relevant legislation and individual circumstances. The WAC will make the final decision on whether an accommodation will be granted. The accommodation may entail assigning alternate strike work duties.

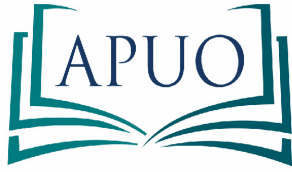
Strike Pay Eligibility

The APUO will make every effort to negotiate with the Employer to ensure that members who are on pre-approved and ongoing leaves of absence during a strike or lockout retain salary and benefits until the end of the leave entitlement, or the end of the strike or lock-out, whichever comes first.

In situations not explicitly covered in this Policy, eligibility for full strike benefits will be reviewed on a case-by-case basis by the Work Action Committee.

Scheduled leaves

Members who had scheduled leaves from campus such as conferences or research trips prior to the strike date may be allowed to receive strike pay during the period of their approved absence as if they were present. Members must provide documentation to the Work Action Committee. The WAC will review and assess each request on a case-by-case basis, considering



the individual circumstances. The Committee will make the final decision on whether a leave will be granted.

Vacation leaves

The APUO will make every effort to negotiate with the Employer to ensure that Members on vacation leave continue to receive their salary and benefits. If this negotiation is successful, Members on academic leave can choose to join the strike, understanding that they will forgo their salary and instead become eligible for strike pay.

Should the Employer include members on vacation leave in the strike, the WAC will review eligibility for full strike benefits for members on vacation leave on a case-by-case basis.

Academic leaves

The APUO will make every effort to negotiate with the Employer to ensure that Members on academic leave continue to receive their salary and benefits. If this negotiation is successful, Members on academic leave can choose to join the strike, understanding that they will forgo their salary and instead become eligible for strike pay.

Unpaid leaves

Members on unpaid leave are eligible to receive strike pay if they choose to perform strike duties.

Sick leave

The APUO will make every effort to negotiate with the Employer to ensure that Members on sick leave continue to receive their salary and benefits. If the Employer refuses to maintain these payments, Members on sick leave will automatically receive strike pay during their leave.

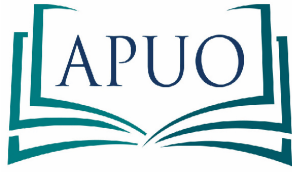
Reduced workloads

Members who normally have a reduced workload but choose to participate in the strike will be eligible to receive full strike benefits.

The APUO will make every effort to negotiate with the Employer to ensure that Members on partial Long-Term Disability (LTD) continue to receive their salary and benefits.

Statutory leaves

Members on statutory leaves, such as Pregnancy, Parental, or Long-Term Disability Leave, will not be considered on strike and will not receive strike pay.



REFERENCES

APUO Constitution and By-laws
Ontario *Labour Relations Act, 1995*

ENQUIRIES

Michel Desjardins
Administrative Director
(613) 230-3659
apuo@apuo.ca

ADMINISTRATIVE HISTORY

Approval Authority	Board of Directors
Original Approval Date	YYYY/MM/DD
Review Date	Beginning of each bargaining cycle
Supersedes	N/A

Approved by the Executive Committee on 2013/06/17
Amended and approved by the Executive Committee on 2024/08/28