

17 MRFA Strike Pay Policy

(MRFA Policy Article 17)

17.1 Purpose and Eligibility

The purpose of strike pay is to provide pay to Regular Members who are supporting job action, due to strike or lockout, and who are losing employment income from the University as a result of this support. Support for job action takes the form of refusing to fulfill professional/employment duties for the University, and participating in picketing or other daily duties as defined and assigned by the Association. Members who normally work weekday hours are expected to support the strike with daily service during weekdays, but may be excused on occasion as per the recommended processes and considerations detailed in the MRFA Job Action Plan.

All Regular Members, whether full-time, limited-term or contract, who are losing employment income from the University as a result of supporting job action shall be eligible for strike pay at the full rate specified in Section 17.5, except as set out below.

Persons other than Regular Members, and those Regular Members who are not losing employment income from the University as a result of supporting job action, shall not be eligible to receive strike pay. Regular Members who are losing a portion but not all of their employment income, for example due to fulfilling specific professional/employment duties pursuant to an essential services agreement between the Association and the University, shall be eligible to receive strike pay at a rate determined and approved by the Executive Board.

A member found to have crossed picket lines (without an appropriate picket pass) will be informed by the President that they are no longer eligible to participate in the strike or receive strike pay for the duration of the strike.

To be eligible for strike pay, all assigned duties must be carried out fully and in accordance with any directions specified by the supervising picket captain.

17.2 Duties

Duties during job action shall be as defined and assigned by the Association. Duties normally include picketing duties. Full details regarding picketing roles, expectations and actions are contained within the MRFA Job Action Plan. Members can be assigned non-picketing duties, such as leafleting, media monitoring, managing phone and email trees, organizing rallies and meetings, preparing and delivering food and supplies, performing support duties at strike headquarters, or any other job action-related activities determined by the Association (further descriptions and examples are detailed in the MRFA Job Action Plan).

Duties shall be assigned in daily shifts, with durations of shifts varying by type of duty. Shift durations shall not normally be less than three hours, and shall not normally be greater than six hours.

17.3 Accommodation and Excuse from Duties

Members requiring accommodation, for example due to disability, may be assigned non-picketing duties as appropriate. It shall be the responsibility of the member to notify the President of a request for accommodation.

In exceptional circumstances, the President and Treasurer may excuse a member from performance of duties, with strike pay. This shall normally be for accommodation-related or similar reasons, for example related to disability or family care, when performance of duties is not otherwise possible through accommodation, for example through assignment of alternative or modified duties or through flexible scheduling of shifts. It shall be the responsibility of the member to notify the President of a request for excuse from duties. Supporting documentation shall be required. The decision of the President and Treasurer with respect to excusing members from duties with strike pay shall be final.

17.4 Picketing Passes

Under certain pre-approved circumstances (i.e. Essential Services, requirements to attend to on-site campus experiments) members may apply for and receive picketing passes to enter MRU property. Full details regarding processes and requirements are in the MRFA Job Action Plan.

17.5 Rate

Strike pay shall be calculated based on a daily rate (1 fully-completed shift at an assigned duty = 1 day of support for job action). This rate shall be as determined by the Executive Board in advance of, or during, each round of bargaining, and shall be communicated to Regular Members prior to the start of formal mediation pursuant to the *Labour Relations Code* of Alberta.

The daily rate shall not normally be less than \$100/day¹ and shall not normally be more than \$170/day².

In determining the daily rate, the Executive Board shall consider factors including but not limited to:

- The current balance of the MRFA Contingency Fund, as well as anticipated future need to access the Contingency Fund including for purposes other than provision of strike pay;
- The current CAUT Defence Fund benefit daily rate per member;
- The estimated post-deduction rate of pay for a contract Lecturer at grid Step E1 @ 144 SICH/semester
- The intent of strike pay to minimize but not necessarily eliminate the hardship that members face as they take job action;
- The anticipated and desired level of member support for job action; and
- The likely duration of the job action.

¹ Based on the current (March 2018) CAUT Defence Fund benefit daily rate of \$88/member/day (after fourth day of strike) plus top-up from the MRFA Contingency Fund.

² Based on the rate of pay (2017-2018) for a contract Lecturer at grid Step E1 @ 144 SICH/semester with 8% vacation pay, estimated post-deductions.

Accrual of strike pay shall begin on the first day of job action. Members shall be eligible to accrue strike pay for up to five shifts per week, with exceptions to be approved by the Executive Board. Members shall normally be assigned a maximum of one shift per day.

17.6 Records of Assigned Duties Performed

The Association shall maintain a record of all duties assigned to and performed by Regular Members. Members shall be required to sign in at the start of a shift, and to sign out at the end, either at strike headquarters or with the supervising picket captain.

17.7 Payment

The administration and disbursement of strike pay shall be overseen by the Executive Board. Payments shall be made on a regular basis, normally weekly, according to a manner and schedule as approved by the Executive Board, and based on the Association's records of assigned duties that have been performed.

17.8 Disputes

Should a dispute arise with respect to payment, the Executive Board shall render a decision which shall be final.

17.9 Strike Hardship Fund

Prior to the commencement of job action, the Executive Board shall establish a portion of the Contingency Fund as a Strike Hardship Fund (the "Fund"). The purpose of the Fund shall be to further reduce the hardship of any Regular Member who is losing employment income from the University as a result of supporting job action (or who has been excused from performance of duties as set out above) *and* who is facing an extraordinary financial hardship that is caused or exacerbated by this disruption in normal employment income. Without restricting the ability to consider individual circumstances, "financial hardship" is understood to mean inability to meet basic needs related to housing, food, family care, transportation, etc. Supporting documentation shall be required.

Disbursements from the Fund per member shall not exceed the lesser of:

- \$1200 in total over the duration of the job action; and
- The difference between the member's daily rate for post-deduction pay (as estimated by the Association based on documentation provided by the member) and the daily rate for strike pay, multiplied by the duration of the job action in weekdays.

The size of the Fund shall not exceed \$50,000.

The size of the Fund, and the confidential application and decision-making process, shall be as established by the Executive Board at the same time as the determination of the daily rate for strike pay.