



SIMON FRASER UNIVERSITY
Policies and Procedures

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Strike Policy

(Applies to administrative and professional excluded staff only.)

2. General Policy Statement

Employees will have the choice of whether or not to cross any picket line established at the University.

3. Definitions

3.01 Picket - shall be as defined in the Industrial Relations Act (Oct. 20, 1987) as follows:

“picket’ or ‘picketing’ means watching and besetting, or attending at or near a person’s place of business, operations or employment for the purpose of persuading or attempting to persuade anyone not to

- a. enter that place of business, operations or employment;
- b. deal in or handle that person’s products; or
- c. do business with that person,

and a similar act at such place that has an equivalent purpose;”

4. Responsibility and Procedure

4.01 Employees who choose to cross a picket line shall:

- a. be expected to perform their normal duties.
- b. be free to perform duties additional to their normal duties or to refrain from doing so without discrimination or coercion from the University, the Administrative and Professional Staff Association, or any persons acting on their behalf.

4.02 An employee who chooses not to cross a picket line shall:

- a. inform his/her supervisor or department head as soon as possible. Any employee who decides to resume his/her full responsibilities while the disruption of work is still in progress, having indicated previously his/her intention not to cross the picket line, shall inform his/her supervisor prior to resuming job responsibilities.
- b. not be paid nor receive benefits for that period of time and will be deemed to be on leave without pay. The University will arrange for payments to insured benefit plans to continue at the employee’s expense, unless the employee advises the University (Personnel) in writing that he/she wishes insured benefits plans cancelled for the duration of the strike. The employee will be required to pay both the employer’s and employee’s portion of the total benefit package to which he/she subscribed prior to the strike. The University shall obtain reimbursement for the benefit payments made on behalf of the employee from the employee’s salary when he/she resumes work. When the employee resumes work, he/she will be placed back on payroll at his/her former salary.