

1979 BILL 56

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First Session, 19th Legislature, 28 Elizabeth II

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THE LEGISLATIVE ASSEMBLY OF ALBERTA

# BILL 56

THE ALBERTA LABOUR AMENDMENT ACT, 1979

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THE MINISTER OF LABOUR

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First Reading . . . . .

Second Reading . . . . .

Committee of the Whole . . . . .

Third Reading . . . . .

Royal Assent . . . . .

## BILL 56

1979

### THE ALBERTA LABOUR AMENDMENT ACT, 1979

(Assented to \_\_\_\_\_, 1979)

HER MAJESTY, by and with the advice and consent of the Legislative Assembly of Alberta, enacts as follows:

1 *The Alberta Labour Act, 1973 is amended by this Act.*

2 *Section 11.2 is amended*

(a) *by renumbering it as section 11.2(1),*

(b) *in subsection (1) by striking out “section 163 or 164 or any person designated by the Minister” and substituting “section 158, 163 or 164 or any person designated by the Minister or selected by the parties”, and*

(c) *by adding the following after subsection (1):*

(2) In this section, “court” includes the Board or any other board or person having by law or by the consent of the parties authority to hear, receive and examine evidence.

3 *Division 7.1 is repealed and the following is substituted:*

#### Division 6.1

##### Collective Agreements Relating to the Construction of Oil Sands and Heavy Crude Oil Plants

**93.1** In this Division

(a) “construction” includes the alteration of or addition to an existing plant;

(b) “designated area” means an area that is designated under section 93.4;

## **Explanatory Notes**

**1** This Bill will amend chapter 33 of the Statutes of Alberta, 1973.

**2** Section 11.2 presently reads:

*11.2 A member of the Board, the Director, secretary, a conciliation commissioner appointed pursuant to section 104, any person appointed pursuant to section 163 or 164 or any person designated by the Minister to endeavour to effect settlement of a dispute, is not a compellable witness in proceedings before any court respecting any information, material or report obtained by him.*

**93.1** Definitions.

(c) “heavy crude oil” means a naturally occurring viscous mixture that consists mainly of hydrocarbons heavier than pentane, that may contain sulphur compounds and that in its naturally occurring state has a density of more than 900 kilograms per cubic metre;

(d) “oil sands” has the meaning given to it in *The Mines and Minerals Act*;

(e) “plant” means a plant or other works or undertakings used or to be used for or in connection with

(i) the mining, quarrying, working, removing, treating or processing of oil sands or heavy crude oil, or

(ii) the treatment, processing or storage of crude bitumen or other mineral substances recovered from oil sands or from heavy crude oil deposits;

(f) “principal contractor” means the person, corporation, partnership or group of persons primarily responsible for the construction of a plant.

**93.2** This Division applies to the construction of a plant in an area that is designated under section 93.4.

**93.3(1)** A person who wishes to construct a plant may apply to the Lieutenant Governor in Council for the designation of the area where the plant is to be constructed as an area to which this Division applies.

(2) An application under subsection (1) shall be sent to the Minister and be in the form and contain the information prescribed by him.

**93.4(1)** If the Lieutenant Governor in Council is satisfied that it is in the public interest that the construction of a plant proceed in an area in respect of which the Minister has received an application under section 93.3 he may by regulation designate the area as an area to which this Division applies.

(2) In the regulation made under subsection (1) or in any subsequent regulation, the Lieutenant Governor in Council may also

(a) identify the principal contractor,

(b) specify the terms and conditions under which this Division applies to the construction of a plant,

**93.2** Application of Division.

**93.3** Application for designation of area.

**93.4** Designation of area as area to which this Division applies.

(c) prescribe the scope of construction to which a collective agreement under this Division shall apply, and

(d) provide for the method by which it shall be determined when the completion of the construction of a plant or of the construction of any phase of a plant in a designated area occurs for the purposes of section 93.7 (3) or (4).

**93.5**(1) Subject to subsection (2) and the regulations under section 93.4, a principal contractor may bargain collectively on his own behalf and on behalf of any other employer engaged

(a) in the construction of a plant in a designated area, or

(b) in providing camp or catering facilities in connection with the construction of a plant in a designated area

with any trade union that is the bargaining agent of the employees of the principal contractor or of the employees of those employers referred to in this subsection.

(2) A principal contractor and a trade union referred to in subsection (1) may bargain collectively with respect to any terms or conditions of employment of the employees referred to in that subsection, except with respect to those terms and conditions of employment relating to

(a) wages,

(b) health, welfare and pension benefits, and

(c) vacation and other holiday benefits.

(3) Where a collective agreement is in effect between

(a) the principal contractor in his capacity as an employer or any other employer referred to in subsection (1), and

(b) a trade union,

that collective agreement and the rights of the parties to that collective agreement are unaffected during any collective bargaining between a principal contractor and a trade union pursuant to this section.

(4) This section applies notwithstanding that

**93.5** Collective bargaining by principal contractor and trade unions.

(a) a registration certificate is in effect with respect to

(i) the principal contractor in his capacity as an employer or any other employer on whose behalf a principal contractor is authorized to bargain collectively under this section, and

(ii) a trade union,

or

(b) a collective agreement is in force between

(i) the principal contractor in his capacity as an employer or any other employer on whose behalf a principal contractor is authorized to bargain collectively under this section or any employers' organization, and

(ii) a trade union.

(5) Sections 104 to 124 do not apply to a principal contractor and a trade union who bargain collectively under this section.

**93.6**(1) If a collective agreement is entered into between a principal contractor and a trade union under this Division, the collective agreement shall thereupon be deemed to include the same terms and conditions of employment relating to

(a) wages,

(b) health, welfare and pension benefits, and

(c) vacation and other holiday benefits,

as are contained in the collective agreement made between

(d) the principal contractor in his capacity as an employer or any employers' organization acting on his behalf,

(e) any other employer on whose behalf the principal contractor bargained collectively or any employers' organization acting on behalf of those employers, or

(f) where applicable, any employer who becomes engaged in the construction of a plant or in providing camp or catering facilities in a designated area after the collective agreement between the principal contractor and the trade union is entered into under this Division or any employers' organization acting on his behalf,



**93.6** Terms and conditions deemed to be included in collective agreement and persons bound by collective agreement.

and a trade union which, but for this Division, would have applied to the principal contractor in his capacity as an employer or any other employer and the trade union.

(2) A collective agreement entered into between a principal contractor and a trade union under this Division is binding on

(a) the principal contractor in his capacity as the principal contractor,

(b) the principal contractor in his capacity as an employer to the extent that the principal contractor is an employer engaged in the construction of a plant or in providing camp or catering facilities in a designated area,

(c) the employers on whose behalf the principal contractor bargained collectively to the extent that they are employers engaged in the construction of a plant or in providing camp or catering facilities in a designated area,

(d) any other employer who becomes engaged in the construction of a plant or in providing camp or catering facilities in a designated area after the collective agreement between the principal contractor and the trade union is entered into, to the extent that he is an employer engaged in the construction of a plant or in providing camp or catering facilities in a designated area,

(e) the trade union, to the extent that the trade union is the bargaining agent of employees of the employers referred to in this subsection and to the extent that those employees are employed in the construction of a plant or in providing camp or catering facilities in a designated area, and

(f) the employees on whose behalf the trade union bargained collectively and who become part of the bargaining unit of the trade union, to the extent that the employees are employed in the construction of a plant or in providing camp or catering facilities in a designated area by the employers referred to in this subsection.

**93.7(1)** If the terms and conditions of a collective agreement entered into between a principal contractor and a trade union under this Division have been settled, the principal contractor and the trade union shall sign the collective agreement.

(2) If a collective agreement is entered into between a principal contractor and a trade union under this Division

**93.7** Signatures to collective agreement and duration of collective agreement.

(a) no employer on whose behalf the principal contractor bargained collectively,

(b) no employer who becomes bound by the collective agreement after it is entered into, and

(c) no employee on whose behalf a trade union bargained collectively or who becomes part of the bargaining unit of the trade union,

is required to sign the collective agreement.

(3) A collective agreement entered into between a principal contractor and a trade union under this Division shall be deemed

(a) to be a collective agreement for the purposes of this Act, and

(b) to continue in force until completion of the construction of the plant in the designated area or the repeal of the regulation under section 93.4(1), whichever first occurs.

(4) Notwithstanding subsection 3(b), if the construction of a plant occurs in phases, a collective agreement under this Division shall be deemed to continue in force with respect to any phase of construction until the completion of that phase of construction or the repeal of the regulation under section 93.4(1), whichever first occurs.

**93.8** If a collective agreement is entered into between a principal contractor and a trade union under this Division,

(a) the principal contractor, to the extent that the principal contractor is an employer engaged in the construction of a plant or in providing camp or catering facilities in a designated area,

(b) the employers on whose behalf the principal contractor bargained collectively, to the extent that they are employers engaged in the construction of a plant or in providing camp or catering facilities in a designated area,

(c) any other employer who becomes engaged in the construction of a plant or in providing camp or catering facilities in a designated area after the collective agreement between the principal contractor and the trade union is entered into, to the extent that he is an employer engaged in the construction of a plant or in providing camp or catering facilities in a designated area,

**93.8** Effect of collective agreement.

(d) the trade union, to the extent that the trade union is the bargaining agent of employees of the employers referred to in this section and to the extent that those employees are employed in the construction of a plant or in providing camp or catering facilities in a designated area, and

(e) the employees on whose behalf the trade union bargained collectively or who become part of the bargaining unit of the trade union, to the extent that the employees are employed in the construction of a plant or in providing camp or catering facilities in a designated area by employers referred to in this section,

shall be deemed to be excluded from

(f) any registration certificate and the effects of any registration certificate,

(g) any other collective agreement, and

(h) where applicable, any application for a registration certificate, any registration certificate issued as a result of the application and any collective agreement entered into between a registered employers' organization and a trade union thereafter,

that, but for the provisions of this Division, would have applied to them.

### **93.9 If the Board announces**

(a) a strike vote, or

(b) a lockout vote

with respect to a dispute that, but for this Division, would have affected employees engaged in the construction of a plant or in providing camp or catering facilities in a designated area, no principal contractor or employer shall increase the number of employees in the designated area in the same trade as the employees who are affected by the dispute beyond the number of employees so employed on the date of the Board's announcement until the date on which the dispute is settled.

**93.91(1)** If a collective agreement is entered into between a principal contractor and a trade union under this Division, the following provisions of this Act, namely,

section 74(3)(b),  
section 77(2)(b),  
section 79(2)(b),

**93.9** Build-up of employees during dispute is prohibited.

**93.91** Application of other Divisions of the Act.

section 100, and  
section 138.1

that would otherwise have applied, do not apply to

(a) the principal contractor, employers, trade unions and employees referred to in and to the extent specified in section 93.8, and

(b) the collective agreement between the principal contractor and the trade union.

(2) If a conflict arises between the provisions of this Division or the regulations under this Division and any other provisions of the Act or regulations, this Division or the regulations under this Division shall prevail.

*4 Section 123(3)(a) is amended by adding “, but does not include an employee who is employed in the construction of a plant or in providing camp or catering facilities that are subject to a collective agreement entered into under Division 6.1” after “shorter period”.*

*5 Section 157(1) is amended by adding “section 93.9 or” after “to comply with”.*

*6 Section 158(5) is amended by adding “93.9,” after “has failed to comply with section”.*



**4** Section 123(3)(a) presently reads:

*(3) In this section the expression*

*(a) “employees of the employer in the unit affected by the dispute” means any employee employed in the unit affected by the dispute at any time during*

*(i) the 60 days preceding the date (or the last date if there is more than one) fixed for taking the strike vote, or*

*(ii) the period of time between the date a conciliation commissioner was appointed by the Minister under section 104 or 105 and the date (or the last date if there is more than one) fixed for taking the strike vote,*

*whichever is the shorter period;*

**5** Section 157(1) presently reads:

*157(1) Subject to subsections (2) and (3), any employer, employers’ organization, employee, trade union or other person may make a complaint in writing to the Board that there has been or is a failure to comply with sections 153 to 156 or any provision thereof.*

**6** Section 158(5) presently reads in part:

*(5) Where the Board is satisfied after an inquiry that an employer, employers’ organization, employee, trade union or other person has failed to comply with section 153, 154, 155 or 156 or any provision thereof, the Board*

*(a) shall issue a directive to the employer, employers’ organization, employee, trade union or other person concerned to cease doing the act in respect of which the complaint was made;*

*7 A collective agreement that has been entered into under sections 93.1 to 93.6 of The Alberta Labour Act, 1973 after January 1, 1979 but before the commencement of this Act shall be deemed to continue in force under those sections as they existed prior to the commencement of this Act until December 31, 1981 or the date on which the collective agreement terminates, whichever first occurs.*

*8 This Act comes into force on the day upon which it is assented to.*

## **7** Transitional.