

1981 BILL 52

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Third Session, 19th Legislature, 30 Elizabeth II

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THE LEGISLATIVE ASSEMBLY OF ALBERTA

# **BILL 52**

**THE BANFF CENTRE AMENDMENT ACT, 1981**

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MRS. OSTERMAN

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First Reading .....

Second Reading .....

Committee of the Whole .....

Third Reading .....

Royal Assent .....

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Bill 52  
Mrs. Osterman

## BILL 52

1981

### THE BANFF CENTRE AMENDMENT ACT, 1981

(Assented to \_\_\_\_\_, 1981)

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

1 *The Banff Centre Act is amended by this Act.*

2 *Section 1 is amended by renumbering clause (a) as clause (a.2) and by adding the following before clause (a.2):*

(a) "academic staff association" means the academic staff association established under section 20.2;

(a.1) "academic staff member" means an employee of the board who, as a member of a category of employees or individually, has been designated as an academic staff member by the board;

3 *Section 4 is amended*

(a) *by repealing subsection (4) and substituting the following:*

(4) A person appointed as a member of a board

(a) holds office for a term not exceeding 3 years as prescribed in the appointment, and

(b) continues to hold office after the expiry of his term of office until he is reappointed, his successor is appointed or a period of 3 months has expired, whichever first occurs.

(b) *by repealing subsection (6);*

(c) *by repealing subsections (10) and (11) and substituting the*

## Explanatory Notes

**1** This Bill will amend chapter 57 of the Statutes of Alberta, 1977.

**2** Adds new definitions for the purposes of the proposed sections 20 to 20.7. See section 6 of this Bill.

**3** Section 4 presently reads in part:

*(4) The members appointed by the Lieutenant Governor in Council shall be appointed to hold office for terms of not more than three years.*

*(6) A member of the board, other than the director, continues to hold office after the expiry of his term of office until his successor is appointed.*

*(10) A member may resign by giving written notice of his resignation to the chairman.*

*(11) The members of the board shall be paid by the board their reasonable travelling and other expenses while absent from their ordinary place of residence or employment and in the course of their duties as members of the board.*

*following:*

(10) If a person resigns his membership on the board, his appointment as a member of the board terminates on the effective date specified in his resignation or, if no effective date is specified, on the date of receipt of his resignation by the board.

(11) The members of the board

(a) may be paid remuneration for the performance of their duties as members of the board, and

(b) shall be paid travelling and living expenses while absent from their ordinary places of residence in the course of their duties as members of the board,

at the rates prescribed by the board.

4 *The following is added after section 8:*

**8.1** The board may, after consultation with the academic staff association, designate categories of employees as academic staff members, designate individual employees as academic staff members and change the designation of the categories and individuals designated under this section or under section 20.9.

5 *Section 13(4)(b) is amended by striking out “The Financial Administration Act” and substituting “The Financial Administration Act, 1977”.*

6 *The following is added after section 20:*

**20.1(1)** In this section and in sections 20.2 to 20.7, “agreement” means an agreement in writing between the board and an academic staff association under section 20.4.

(2) The board may employ any persons it considers necessary to serve as academic staff members at the Banff Centre.

(3) A board may, subject to an agreement,

(a) determine the salaries or remuneration of academic staff members,

(b) prescribe the duties of academic staff members, and

(c) prescribe the term of employment and the terms and conditions of employment of academic staff members.

(4) A person shall not be appointed to, promoted to or dismissed

**4** New power required in connection with section 1(a.1) and the new sections 20 to 20.7. See section 6 of this Bill.

**5** Corrects a reference.

**6** The proposed sections 20.1 to 20.9 will implement the procedures necessary with respect to agreements between the parties under section 20.4.

from any full-time position on the academic staff at the Banff Centre, except in accordance with an agreement.

(5) Subject to an agreement, the President may, in his discretion, suspend from duty and from privileges any academic staff member at the Banff Centre and shall forthwith report his action and the reasons for it to the board.

**20.2(1)** The Banff Centre Faculty Association is continued as the academic staff association for the Banff Centre.

(2) The academic staff association is a corporation and consists of the academic staff members of the Banff Centre.

(3) The academic staff association shall have the exclusive authority, on behalf of the academic staff members, to negotiate and enter into an agreement.

**20.3(1)** The business and affairs of the academic staff association shall be managed by an executive, the members of which shall be elected by and from the members of the academic staff as provided in the by-laws of the academic staff association.

(2) The academic staff association may, with the approval of the majority of the academic staff members present and voting at a meeting of the association, make by-laws

(a) respecting elections of members of the executive of the academic staff association;

(b) prescribing the number of persons and the officers of which the executive is to consist;

(c) governing the calling of meetings of the academic staff association and of the executive and respecting the conduct of business at those meetings;

(d) authorizing the charging of membership fees and the amounts of those fees;

(e) governing the acquisition, management and disposition of property of the academic staff association;

(f) respecting any other matter pertaining to the administration of the affairs of the academic staff association including, without limitation, the promotion of the general welfare of the members of the academic staff association consistent with the purposes of the Banff Centre.

(3) After the end of each year the executive of the academic staff association may prepare and submit to the board a report on the professional activities of the academic staff association during the year.

**20.4(1)** The board and the academic staff association shall enter into negotiations for the purpose of concluding an agreement.

(2) An agreement shall with respect to the employment of academic staff members contain provisions respecting at least the following matters:

(a) procedures for determining and methods of assigning teaching responsibilities and related duties;

(b) the establishment of salary rate and wage rate schedules for the purpose of setting the salaries or wages payable;

(c) procedures for fixing sick leave, vacation leave, leave of absence or other leave to be allowed;

(d) procedures for determining conditions governing probation, term of employment, performance review, promotions, reassignment of duties, suspension and dismissal;

(e) procedures respecting the settlement of

(i) differences between the parties, and

(ii) grievances

arising from the interpretation, application and operation of the agreement;

(f) procedures for determining rights relating to copyrights and patent matters involving discoveries made in the course of employment;

(g) procedures respecting negotiations for future agreements.

(3) An agreement is binding

(a) on the board,

(b) on the academic staff association, and

(c) on the academic staff members.

**20.5(1)** When the terms and conditions to be included in an agreement have been settled, the board and the academic staff association shall sign the agreement.

(2) No member of the academic staff is required to sign an agreement that has been entered into on his behalf by the academic staff association.

**20.6** *The Labour Relations Act* and *The Employment Standards Act* do not apply to the board, the academic staff association or the academic staff members of the Banff Centre.

**20.7** If a difference arises between a board and an academic staff association during the period between the date of termination of an agreement and the date of entry into a new agreement between them, the provisions that were contained in the agreement pursuant to section 20.4(2)(e) or the provisions of section 20.8, as the case may be, apply to the parties and the difference as if the agreement had remained in effect.

**20.8** If an agreement does not contain the provisions required under section 20.4(2)(e), the agreement shall be deemed to contain those of the following provisions in respect of which it is silent:

*(a) If a difference arises as to the interpretation, application, operation or contravention or alleged contravention of this agreement or as to whether that difference can be the subject of arbitration, the parties agree to meet and endeavour to resolve the difference.*

*(b) If the parties are unable to resolve a difference referred to in clause (a), either party may notify the other in writing of its desire to submit the difference to arbitration.*

*(c) The notice referred to in clause (b) shall*

*(i) contain a statement of the difference, and*

*(ii) specify a name or a list of names of the person or persons whom the party submitting the notice is willing to accept as the single arbitrator.*

*(d) On receipt of a notice referred to in clause (b), the party receiving the notice,*

*(i) if it accepts the person or one of the persons suggested to act as arbitrator shall, within 7 days, notify the other party accordingly and the difference shall be submitted to the arbitrator, or*

*(ii) if it does not accept any of the persons suggested by the party sending the notice shall, within 7 days, notify the other party accordingly and send the name or a list of names of the person or persons it is willing to accept as the single arbitrator.*

*(e) If the parties are unable to agree on a person to act as the single arbitrator, either party may request the chairman of the Labour Relations Board under The Labour Relations Act in writing to appoint a single arbitrator.*

*(f) The arbitrator may, during the arbitration, proceed in the absence of any party or person who, after notice, fails to attend or fails to obtain an adjournment.*



(g) *The arbitrator shall inquire into the difference and issue an award in writing, and the award is final and binding on the parties and on every employee affected by it.*

(h) *The parties agree to share equally the expenses of the arbitrator.*

(i) *Except as permitted in clause (j), the arbitrator shall not alter, amend or change the terms or conditions of the agreement.*

(j) *If the arbitrator by his award determines that an employee has been discharged or otherwise disciplined by an employer for cause and the agreement does not contain a specific penalty for the infraction that is the subject matter of the arbitration, the arbitrator may substitute any penalty for the discharge or discipline that to him seems just and reasonable in all the circumstances.*

**20.9** Notwithstanding anything in this Act, the board shall forthwith after the commencement of this section,

(a) designate

(i) categories of employees as academic staff members, and

(ii) individual employees as academic staff members

of the Banff Centre, and

(b) prescribe procedures respecting the election of the 1st executive of the academic staff association at the Banff Centre.

*7 In the following provisions “director” is struck out wherever it occurs and “President” is substituted:*

section 1(c)  
section 4(2)(a) and (7);  
section 5(1);  
section 19.

*8 The Public Service Employee Relations Act is amended in the Schedule by adding the following after section 3:*

**3.1(1)** The Governors of the Banff Centre for Continuing Education under *The Banff Centre Act* while it is acting as the employer of its academic staff as defined in *The Banff Centre Act*.

**7** Change of title from “director” to “President”.

**8** Consequential.

(2) The academic staff members as defined in *The Banff Centre Act* of The Governors of the Banff Centre for Continuing Education.

9 *This Act comes into force on Proclamation.*