

2015 Bill 8

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First Session, 29th Legislature, 64 Elizabeth II

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THE LEGISLATIVE ASSEMBLY OF ALBERTA

# **BILL 8**

## **PUBLIC EDUCATION COLLECTIVE BARGAINING ACT**

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THE MINISTER OF EDUCATION

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First Reading . . . . .

Second Reading . . . . .

Committee of the Whole . . . . .

Third Reading . . . . .

Royal Assent . . . . .

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## BILL 8

2015

### PUBLIC EDUCATION COLLECTIVE BARGAINING ACT

(Assented to , 2015)

#### *Table of Contents*

- 1 Interpretation
- 2 Application of Labour Relations Code
- Bargaining Structure**
- 3 Collective bargaining must be consistent with this Act
- 4 Employer bargaining agent
- 5 Bargaining unit
- 6 Section 29 of the Labour Relations Code not to apply
- 7 Employee bargaining agent
- Matters to be Bargained**
- 8 Determination of “matters” for bargaining first collective agreements
- 9 Determination of “matters” for bargaining subsequent collective agreements
- 10 Criteria for determining central and local matters
- 11 Agreements and decisions binding
- Collective Bargaining**
- 12 Central bargaining
- 13 Local bargaining
- 14 Bridging
- 15 Collective agreements
- Teachers’ Employer Bargaining Association**
- 16 Establishment of Teachers’ Employer Bargaining Association

- 17 Representative committee
- 18 Bylaws
- 19 Requirement to pay fees

**Regulations**

- 20 Regulations

**Consequential Amendments and  
Coming into Force**

- 21 Consequential amendments
- 22 Coming into force

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

**Interpretation**

**1(1)** In this Act,

- (a) “ATA” means The Alberta Teachers’ Association;
- (b) “bargaining unit” means a bargaining unit referred to in section 5;
- (c) “board of directors” means the board of directors referred to in section 16(2);
- (d) “central matters” means the matters determined under section 8 or 9 to be central matters for the purpose of central bargaining;
- (e) “central terms” means the terms and conditions of a collective agreement that are determined through central bargaining;
- (f) “collective agreement” means a collective agreement between an employer and ATA referred to in section 15;
- (g) “employee” means a teacher who is employed by an employer and whose terms and conditions of employment are governed by a collective agreement;
- (h) “employer” means

- (i) a board of a public school district, separate school district, school division or regional division under the *School Act*,
- (ii) a board as defined in the *Northland School Division Act*, and
- (iii) the Regional authority of a Francophone Education Region under the *School Act*;
- (i) “local matters” means the matters determined under section 8 or 9 to be local matters for the purpose of local bargaining;
- (j) “local terms” means the terms and conditions of a collective agreement that are determined through local bargaining;
- (k) “Minister” means the Minister of Education, except in sections 8(4) and 9(5), in which it means the Minister of Jobs, Skills, Training and Labour;
- (l) “representative committee” means the committee referred to in section 17;
- (m) “teacher” means an individual who holds a certificate of qualification as a teacher issued under the *School Act*;
- (n) “TEBA” means the Teachers’ Employer Bargaining Association established under section 16;
- (o) “trustee” means a trustee as defined in the *School Act*, a trustee under the *Northland School Division Act* and a member of a Regional authority under the *School Act*.

**(2)** Words and expressions defined in the *Labour Relations Code* and not defined in this Act but used in this Act have the same meaning as in the *Labour Relations Code* unless the context otherwise provides.

**(3)** In this Act, “local bargaining” refers to collective bargaining between an employer and ATA with respect to local terms to be included in a collective agreement under this Act.

**(4)** In this Act, “central bargaining” refers to collective bargaining between TEBA and ATA with respect to central terms to be included in a collective agreement under this Act.

### **Application of Labour Relations Code**

**2** The *Labour Relations Code* applies with respect to matters to which this Act applies, but if there is a conflict or inconsistency between

- (a) this Act or the regulations under this Act, and
- (b) the *Labour Relations Code*,

this Act or the regulations apply.

### **Bargaining Structure**

#### **Collective bargaining must be consistent with this Act**

**3** Effective January 1, 2016, collective bargaining for the purpose of concluding a collective agreement for employees in a bargaining unit must be conducted in accordance with this Act.

#### **Employer bargaining agent**

**4(1)** For the purpose of bargaining collectively with ATA, TEBA is an employers' organization for the purpose of the *Labour Relations Code* and has, with respect to central bargaining, exclusive authority to bargain collectively on behalf of the employers and to bind the employers in any agreement with respect to central terms.

**(2)** For the purpose of bargaining collectively with ATA, an employer has, with respect to local bargaining, exclusive authority to bind the employer in any agreement with respect to local terms.

**(3)** Sections 21(2), 31, 62 and 81 to 83 of the *Labour Relations Code* do not apply with respect to TEBA.

#### **Bargaining unit**

**5** A bargaining unit, for the purpose of collective bargaining under this Act, consists of the employees of an employer.

#### **Section 29 of the Labour Relations Code not to apply**

**6(1)** This section applies instead of section 29 of the *Labour Relations Code*.

**(2)** If the Labour Relations Board is satisfied that an employee because of the employee's religious conviction or religious belief

- (a) objects to joining a trade union, or
- (b) objects to the paying of dues or other levies to a trade union,

the Board may order that the employee's membership in ATA does not include union membership or that the employee is not liable to pay to ATA an amount determined by the Board that represents that portion of dues or other levies related to union representation, and that an amount equal to the amount determined by the Board must be remitted by ATA from the amount paid to it by the employer under section 13 of the *Teaching Profession Act* to a charitable organization agreed on by the employee and ATA.

**(3)** If the employee and ATA fail to agree on a charitable organization for the purpose of subsection (2), the Labour Relations Board may designate a charitable organization to which the amount referred to in subsection (2) must be remitted.

**(4)** In this section, "charitable organization" means a charitable organization registered as a charitable organization in Canada under Part I of the *Income Tax Act* (Canada).

#### **Employee bargaining agent**

**7** ATA is the bargaining agent for each bargaining unit and

- (a) has exclusive authority to bargain collectively with TEBA on behalf of all the employees in the bargaining units and to bind the employees in any agreement with respect to central terms, and
- (b) has exclusive authority to bargain collectively with each employer on behalf of the employees in each bargaining unit with respect to local terms, and to bind the employees by a collective agreement.

#### **Matters to be Bargained**

##### **Determination of "matters" for bargaining first collective agreements**

**8(1)** With respect to the first collective agreements to be bargained under this Act, the Government and ATA shall negotiate in good faith and make every reasonable effort to agree on what matters are central matters and what matters are local matters for the purpose of collective bargaining.

(2) Negotiations under subsection (1) must commence on or before February 1, 2016.

(3) An agreement on what matters are central matters and what matters are local matters must be in writing and a copy of the agreement must be provided to the Minister.

(4) If by March 31, 2016, the Government and ATA cannot agree on what matters are central matters and what matters are local matters, the Minister on the application of either party shall refer the dispute to an arbitration board established under the regulations to decide the matter.

(5) Immediately after making a decision under subsection (4), the arbitration board shall serve a copy of the decision on the Minister and on ATA.

**Determination of “matters” for bargaining subsequent collective agreements**

**9(1)** With respect to the bargaining of subsequent collective agreements under this Act, TEBA and ATA shall negotiate in good faith and make every reasonable effort to agree on what matters are central matters and what matters are local matters for the purpose of collective bargaining.

(2) Negotiations under subsection (1) must commence not less than 6 months and not more than 8 months before the expiry of the then existing collective agreements or within any longer period provided for in the collective agreements.

(3) Either TEBA or ATA may, by written notice to the other, require the other to begin negotiations referred to in subsection (1).

(4) An agreement on what matters are central matters and what matters are local matters must be in writing and a copy of the agreement must be provided to the Minister.

(5) If TEBA and ATA cannot, within 60 days after the notice under subsection (3), agree on what matters are central matters and what matters are local matters, the Minister on the application of either party shall refer the dispute to an arbitration board established under the regulations to decide the matter.



(6) Immediately after making a decision under subsection (5), the arbitration board shall serve a copy of the decision on TEBA and on ATA.

#### **Criteria for determining central and local matters**

**10(1)** For the purposes of determining whether a matter is a central matter or a local matter, a matter is a central matter if either of the following applies:

- (a) the matter could result in a reasonably significant impact on expenditures for one or more employers;
- (b) the matter involves issues common to most of the parties to the collective agreements that can be addressed in central bargaining more appropriately than in local bargaining.

(2) If neither subsection (1)(a) nor (b) applies, the matter is a local matter.

#### **Agreements and decisions binding**

**11(1)** An agreement referred to in section 8(3) or 9(4) and a decision of an arbitration board under section 8(4) or 9(5) are binding on TEBA, ATA and the employers for the purpose of negotiating collective agreements under this Act.

(2) A decision of an arbitration board may be questioned or reviewed by way of an application for judicial review seeking an order in the nature of certiorari or mandamus if the application is filed with the Court of Queen's Bench not more than 15 days after the date of the decision.

### **Collective Bargaining**

#### **Central bargaining**

**12(1)** Notwithstanding section 59(2) of the *Labour Relations Code*, a notice to commence central bargaining by TEBA or ATA must be served not less than 15 days and not more than 30 days after the central matters and local matters have been determined under section 8 or 9, as applicable.

(2) A notice referred to in subsection (1) is deemed to be a notice to commence collective bargaining referred to in section 59(1) of the *Labour Relations Code*.

(3) The *Labour Relations Code* applies to central bargaining between TEBA and ATA as if an agreement with respect to the central terms constituted a collective agreement between TEBA and ATA.

(4) An agreement between TEBA and ATA with respect to central terms must be ratified, in accordance with the regulations, by the trustees designated under section 17(3) and by the employees in the bargaining units.

#### **Local bargaining**

**13(1)** Notwithstanding section 59(2) of the *Labour Relations Code*, a notice to commence local bargaining by an employer or ATA must be served after, but not more than 60 days after, the agreement referred to in section 12(4) has been ratified or the central terms have otherwise been settled.

(2) A notice referred to in subsection (1) is deemed to be a notice to commence collective bargaining referred to in section 59(1) of the *Labour Relations Code*.

(3) The *Labour Relations Code* applies to local bargaining between an employer and ATA as if an agreement with respect to the local terms constituted a collective agreement between the employer and ATA.

(4) An agreement between an employer and ATA with respect to local terms must be ratified by the employer and by the bargaining unit in accordance with section 61(6) and (7) of the *Labour Relations Code*.

#### **Bridging**

**14(1)** Notwithstanding section 130 of the *Labour Relations Code*, when a notice to commence central bargaining has been served under section 12(1), a collective agreement in effect between the parties at the time of service of the notice is deemed to continue to apply to the parties, notwithstanding any termination date in the agreement, until

- (a) a new collective agreement is concluded in accordance with section 15, or

- (b) a strike or lockout commences under Division 13 of Part 2 of the *Labour Relations Code* during local bargaining under section 13,

but, if a strike or lockout commences during central bargaining, the deemed continuation of the collective agreement is suspended until an agreement with respect to central terms is ratified under section 12(4) or the central terms have otherwise been settled.

(2) For the purposes of this Act, the reference in section 147(3) of the *Labour Relations Code* to “a strike or lockout commences under Division 13” shall be read as “a strike or lockout commences under Division 13 during local bargaining under section 13 of the *Public Education Collective Bargaining Act*”.

#### **Collective agreements**

**15(1)** All collective agreements under this Act must include any central terms and local terms.

(2) When the central terms and the local terms have both been ratified in accordance with this Act or have been otherwise settled, the terms and conditions to be included in a collective agreement are deemed to have been settled for the purpose of section 131 of the *Labour Relations Code*, and the parties shall sign the agreement.

(3) The parties to a collective agreement are the employer and ATA.

### **Teachers’ Employer Bargaining Association**

#### **Establishment of Teachers’ Employer Bargaining Association**

**16(1)** A corporation to be known as the “Teachers’ Employer Bargaining Association” is established consisting of the employers.

(2) There shall be a board of directors of TEBA appointed or selected in accordance with the regulations, which may include one or more directors appointed by the Minister.

(3) Every director and officer and every member of the representative committee, in exercising powers and discharging duties,

- (a) shall act honestly and in good faith and with a view to the best interests of TEBA, and
- (b) shall exercise the care, diligence and skill that a reasonable and prudent person would exercise in comparable circumstances.

**(4)** The fiscal year of TEBA is September 1 to the following August 31.

**(5)** The *Financial Administration Act*, the *Alberta Public Agencies Governance Act*, the *Fiscal Planning and Transparency Act* and the *Auditor General Act* do not apply to TEBA.

#### **Representative committee**

**17(1)** There shall be a representative committee of TEBA consisting of the trustees designated under subsection (3) and any member of the board of directors who is not a trustee designated under subsection (3).

**(2)** The responsibilities, duties and functions of the representative committee are those provided for in the regulations.

**(3)** Each employer must, within 30 days after the coming into force of this section, or in the case of the establishment of a new employer, within 30 days after its establishment, designate one of its trustees to be a member of the representative committee.

**(4)** A trustee continues to be a member of the representative committee until the trustee ceases to hold office as trustee or the employer designates another trustee.

**(5)** A trustee designated under this section does not cease to be designated under this section because of section 9(1) of the *Local Authorities Election Act* unless the trustee is not re-elected.

#### **Bylaws**

**18(1)** The board of directors may make bylaws respecting

- (a) the terms of employment, engagement or appointment of employees and agents of and consultants to TEBA;

- (b) the calling and holding of meetings of the board of directors and its committees, and the procedures to be followed at those meetings;
- (c) the calling and holding of meetings of the representative committee and its committees, including annual general meetings and special meetings, and the procedures to be followed at those meetings;
- (d) the appointment of an auditor;
- (e) the delegation of powers to a committee of the board of directors;
- (f) the manner of making, altering and rescinding bylaws;
- (g) generally, the administration and management of the affairs of TEBA and the exercise of the directors' powers and the performance of their duties.

**(2)** A bylaw under subsection (1) does not have effect unless it is approved

- (a) by a majority vote of the members of the representative committee, and
- (b) by the Minister.

**(3)** On the coming into force of this section, the bylaws of TEBA are the bylaws prescribed by the regulations, and those bylaws remain in effect until they are repealed or replaced.

**(4)** If there is a conflict between a regulation made under this Act and a bylaw, the regulation prevails.

#### **Requirement to pay fees**

**19** TEBA may, in accordance with the regulations, require an employer to pay fees to TEBA to cover the costs relating to the activities of TEBA under this Act.

### **Regulations**

#### **Regulations**

**20** The Lieutenant Governor in Council may make regulations

- (a) respecting additional powers, duties and functions of TEBA;
- (b) respecting the composition of the board of directors, including the appointment or selection of the members of the board of directors and its officers and their terms of appointment;
- (c) respecting the powers, duties and functions of the board of directors;
- (d) respecting the removal of a member of the board of directors or of a member of the representative committee;
- (e) respecting the payment of remuneration and the reimbursement of expenses to members of the board of directors;
- (f) respecting the holding of the initial meetings of the representative committee and of the board of directors, and the business to be conducted at those meetings;
- (g) respecting a code of conduct for the members of the board of directors and for the members of the representative committee;
- (h) respecting fees that are payable by the employers for the purpose of section 19, including
  - (i) the manner of determining the amount of the fees;
  - (ii) matters relating to the payment of the fees;
  - (iii) the consequences of failure to pay the fees, which may include providing that an employer that does not pay a fee by the specified deadline forfeits its entitlement to vote during a specified period;
- (i) respecting the responsibilities, duties and functions of the representative committee and its members;
- (j) respecting the preparation of financial statements and the appointment of auditors for TEBA;
- (k) respecting the preparation and submission of reports by the board of directors to the Minister on the activities of TEBA;



- (l) respecting the indemnification of members of the board of directors;
- (m) prescribing the initial bylaws of TEBA;
- (n) prescribing additional bylaw-making powers, including authorizing, subject to terms and conditions, that a regulation authorized to be made under this section may be made by bylaw of the board of directors;
- (o) prohibiting or restricting borrowing by TEBA;
- (p) respecting the dissolution and winding-up of TEBA;
- (q) respecting the establishment and appointment of an arbitration board for the purposes of sections 8 and 9, and the application, with or without modifications, of Division 20 of Part 2 of the *Labour Relations Code* to the arbitration board;
- (r) respecting the payment of the costs of an arbitration board;
- (s) respecting the practice and procedures of an arbitration board;
- (t) respecting the methods of ratification for the purpose of section 12(4);
- (u) respecting any other matter the Lieutenant Governor in Council considers necessary to carry out the purpose and intent of this Act.

### **Consequential Amendments and Coming into Force**

#### **Amends SA 2012 cE-0.3**

**21 The *Education Act* is amended by adding the following after section 281:**

#### **Amends RSA 2015 cP-35.5**

**281.1(1) The *Public Education Collective Bargaining Act* is amended by this section.**

**(2) Section 1(1) is amended**



## **Explanatory Notes**

**21** Amends chapter E-0.3 of the Statutes of Alberta, 2012.  
Replaces “School Act” with “Education Act”.

**(a) by repealing clause (h) and substituting the following:**

(h) “employer” means

(i) a board as defined in the *Education Act*,

(ii) a board as defined in the *Northland School Division Act*, and

(iii) a Francophone regional authority as defined in the *Education Act*;

**(b) in clause (m) by striking out “*School Act*” and substituting “*Education Act*”;**

**(c) by repealing clause (o) and substituting the following:**

(o) “trustee” means a trustee as defined in the *Education Act*, a trustee under the *Northland School Division Act* and a trustee of a Francophone regional authority under the *Education Act*.

**Coming into force**

**22** This Act comes into force on January 1, 2016.

**22** Coming into force.

**RECORD OF DEBATE**

Stage	Date	Member	From	To
		Questions and Comments	From	To
Stage	Date	Member	From	To
		Questions and Comments	From	To
Stage	Date	Member	From	To
		Questions and Comments	From	To
Stage	Date	Member	From	To
		Questions and Comments	From	To