



# PROVINCIAL-TERRITORIAL APPRENTICE MOBILITY GUIDELINES

JANUARY 2016

## TABLE OF CONTENTS

About These Guidelines .....	3
Provincial-Territorial Apprentice Mobility Transfer Guide .....	3
1.0 Background .....	3
2.0 Application and Principles: Provincial-Territorial Apprentice Mobility Protocol and Agreement ...	5
3.0 Scope and Purpose of the Provincial-Territorial Apprentice Mobility Guidelines .....	6
4.0 Temporary Apprentice Mobility.....	7
5.0 Permanent Apprentice Mobility .....	8
6.0 Communication.....	9
7.0 Evaluation and Data.....	10
8.0 Governance.....	11
APPENDIX A: Glossary of Terms.....	13
APPENDIX B: Jurisdictional Contact Information .....	15
APPENDIX C: Provincial-Territorial Apprentice Mobility Protocol .....	18
APPENDIX D: Provincial-Territorial Apprentice Mobility Agreement .....	22

# Provincial-Territorial Apprenticeship Mobility Guidelines

## ABOUT THESE GUIDELINES

The *Provincial-Territorial Apprenticeship Mobility Guidelines* documents agreements reached by provinces and territories to facilitate apprenticeship mobility. The Guidelines include the commitments Canada’s Premiers and Canada’s Provincial-Territorial Ministers responsible for apprenticeship agreed to, as included in the *Provincial-Territorial Apprenticeship Mobility Protocol* and the *Provincial-Territorial Apprenticeship Mobility Agreement*.

The Guidelines are intended to support:

<b>Audience</b>	<b>Uses</b>
<i>Jurisdictional Policy Staff</i>	Build an understanding of commitments and agreements reached by their jurisdiction; Promote mutual recognition of apprenticeship training and facilitate apprenticeship mobility in policy development.
<i>Interested Stakeholders and the General Public</i>	Build an understanding of commitments and agreements reached by provinces and territories to facilitate apprenticeship mobility.

## PROVINCIAL-TERRITORIAL APPRENTICESHIP MOBILITY TRANSFER GUIDE

While these Guidelines provide overall information regarding apprenticeship mobility, detailed requirements and process information is available in the *Provincial-Territorial Apprenticeship Mobility Transfer Guide*, developed to support jurisdictions, apprentices and employers in understanding each province’s and territory’s apprenticeship mobility requirements. Jurisdictional staff are also available to support apprentices and employers and interpret apprenticeship mobility requirements and processes. See Appendix B for contact information.

### 1.0 BACKGROUND

#### 1.1 WHAT IS AN APPRENTICESHIP?

Apprenticeship is training that develops an individual’s skills and competencies required to perform tasks in a trade. Apprenticeship training combines on-and-off the job training that leads to a mastery of an array of skills as defined by an industry standard.

Apprentices learn through work experience, under the supervision of qualified tradespeople known as journeypersons, and through off-the-job or technical training<sup>1</sup>, which is often completed in a classroom. Once apprentices have completed all their training, they become eligible to write their certification examination. If successful, apprentices are able to obtain a provincial or territorial certificate as a journeyperson, indicating they have met the minimum requirements for certification in a specific trade.

*A trade can be either compulsory or voluntary.*

*Compulsory trades require workers to be certified or registered as apprentices in the trade in order to work legally in the occupation.*

*Voluntary trades are trades in which workers are not required to be registered apprentices or certified to work legally in that trade.*

In many trades, a journeyperson can also earn a Red Seal endorsement on their provincial or territorial certificate by taking an interprovincial standardized examination. Certified journeypersons with or without Red Seal endorsement can practice their trades easily in any jurisdiction across Canada because they have been assessed to industry standards enabling them full mobility granted from the labour mobility provisions in the Agreement on Internal Trade (AIT).

## 1.2 PROVINCIAL-TERRITORIAL APPRENTICESHIP SYSTEMS AND APPRENTICE MOBILITY

Similar to other educational systems such as secondary, college and university education, each province and territory is separately responsible for apprenticeship training and trade certification, creating

*The Provincial-Territorial Apprentice Mobility Protocol and Agreement facilitated the mutual recognition of off-the-job or technical training, work experience and examination results for apprentices moving provinces and territorial across Canada on January 1, 2016.*

multiple apprenticeship systems within Canada. While these different apprenticeship systems give jurisdictions the flexibility to respond to local economic and labour-market conditions in ways that best meet the needs of their industry, employers, and workers, they also give rise to the existence of variances in training requirements, which may create barriers to apprentices wishing to move.

In Canada, while the Agreement on Internal Trade ensures labour mobility for journeypersons and other certified workers, it does not apply to apprentices who are working toward certification. Apprentices registered in one province or territory may need or choose to be mobile, meaning they want to move their training temporarily or transfer it permanently to another province or territory.

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<sup>1</sup> Given Québec's specificity regarding its education system, the technical training referred to in these guidelines does not correspond to Québec's technical training (Technical Diploma of College Studies). Off-the-job training is the term that fits the definition of the recognition given by Québec under the terms of the Agreement.

Collaborative initiatives including the Red Seal Program have enabled jurisdictions to develop a level of consistency in standards across specific trades; however, differences still exist and jurisdictions are working together to reduce barriers and facilitate apprentice mobility.

Apprentice mobility is an initiative undertaken in the spirit of the Agreement on Internal Trade, supporting economic growth in Canada through the strengthened development of a skilled, competitive workforce.

## 2.0 APPLICATION AND PRINCIPLES: PROVINCIAL-TERRITORIAL APPRENTICE MOBILITY PROTOCOL AND AGREEMENT

### 2.1 PROVINCIAL-TERRITORIAL APPRENTICE MOBILITY PROTOCOL AND AGREEMENT

Through the Council of the Federation, Premiers recognized the need to address apprentice mobility barriers and on July 16, 2015 signed the Provincial-Territorial Apprentice Mobility Protocol, included in these Guidelines as Appendix C. The Protocol is a framework that enables apprentices to pursue jobs anywhere in Canada, facilitating their ability to move without interruption to their continuum of training.

The Protocol includes Premiers' direction to Provincial-Territorial Ministers responsible for apprenticeship to facilitate, to the extent practicable, the mobility of apprentices across Canada.

Based on Premiers' direction, Ministers responsible for apprenticeship signed the Provincial-Territorial Apprentice Mobility Agreement, included as Appendix D. As the agreement provides more comprehensive jurisdictional commitments, it is used as a reference throughout these Guidelines.

### 2.2 PRINCIPLES OF THE PROVINCIAL-TERRITORIAL APPRENTICE MOBILITY PROTOCOL AND AGREEMENT

The following principles included in the Protocol and the Agreement serve as a foundation for how jurisdictions interact for the purposes of implementation:

- Jurisdictions will facilitate the mobility of apprentices while progressing through their apprenticeship programs, where the opportunities to do so exist, using transparent and accessible mechanisms and processes;
- Mutual recognition between the jurisdictions of apprenticeship training and pre-apprenticeship training may be achieved notwithstanding differences in program standards between jurisdictions;
- Work experience, off-the-job or technical training and any associated exams may occur in any jurisdiction;
- The Protocol and the Agreement respect the autonomy of each Jurisdiction's Apprenticeship Authority and the Apprenticeship Programs they provide or facilitate;

- Jurisdictions may require registration in their jurisdiction prior to an apprentice acquiring work experience or off-the-job or technical training in that jurisdiction, regardless of whether the apprentice is registered in another jurisdiction;
- An apprentice must always satisfy the conditions for entry into an apprenticeship program or a pre-apprenticeship program in the jurisdiction in which they register; and
- Each jurisdiction’s language requirements will be respected when implementing the Protocol and the Agreement.

### 2.3 ADDITIONAL CONSIDERATIONS CONCERNING RATIO AND WAGE VARIANCES

Provinces and territories may have different laws and requirements which must be respected when developing apprentice mobility processes. Therefore, jurisdictions agreed to clarify the following when an apprentice is working temporarily outside their home jurisdiction.

- An apprentice is subject to the health and safety and labour laws of the jurisdiction in which they are working; and
- An apprentice is subject to the wage rates and ratios, when applicable, of that jurisdiction.

### 2.4 APPLICATION OF THE PROVINCIAL-TERRITORIAL APPRENTICE MOBILITY PROTOCOL AND AGREEMENT

The Protocol and Agreement facilitate mutual recognition of successfully completed work experience, off-the-job or technical training and associated exams when:

1. An apprentice is working, and when approved, writing an exam or undertaking off-the-job or technical training in another jurisdiction while remaining registered within their home jurisdiction;
2. An apprentice is transferring permanently to another province or territory; and
3. A pre-apprentice seeks to register as an apprentice in a province or territory other than the one in which the pre-apprentice completed the pre-apprenticeship program.

## 3.0 SCOPE AND PURPOSE OF THE PROVINCIAL-TERRITORIAL APPRENTICE MOBILITY GUIDELINES

### 3.1 SCOPE OF THE PROVINCIAL-TERRITORIAL APPRENTICE MOBILITY GUIDELINES

The *Provincial-Territorial Apprentice Mobility Guidelines* apply to apprenticeship training programs in all Canadian provinces and territories as provided through the signatures of Premiers and Ministers in the *Provincial-Territorial Apprentice Mobility Protocol and Agreement*.

In some provinces and territories, registration of an apprentice is outside the scope of the Provincial or Territorial Minister responsible for apprenticeship, and in these cases, the commitments to enable apprentice mobility still apply. Government departments, ministries and similar agencies of government are also working to reduce apprentice mobility barriers, to the extent practicable, by January 2016.

### 3.2 PURPOSE OF THE PROVINCIAL-TERRITORIAL APPRENTICE MOBILITY GUIDELINES

The Protocol and Agreement include commitments jurisdictions made to reduce barriers to apprentice mobility. These Guidelines are intended to provide guidance to jurisdictions in the development of detailed policies and procedures, and in particular for those staff in each jurisdiction responsible to promote mutual recognition of apprenticeship training and facilitate apprentice mobility.

## 4.0 TEMPORARY APPRENTICE MOBILITY

### 4.1 DEFINITION OF TEMPORARY APPRENTICE MOBILITY

Temporary apprentice mobility means that an apprentice remains registered in their home jurisdiction while working, undertaking off-the-job or technical training, or writing an exam in another province or territory.

*An apprentice welder in one jurisdiction may wish to take a job in another jurisdiction but stay registered in their home jurisdiction because the job is temporary.*

*Apprentice mobility allows the apprentice to work in their trade in another jurisdiction while continuing to receive recognition for their work experience in their home jurisdiction.*

### 4.2 JURISDICTIONAL COMMITMENTS TO TEMPORARY MOBILITY

Under the Agreement, jurisdictions committed to implementing transparent and accessible processes to enable, to the extent practicable:

- The mobility of apprentices while progressing through their apprenticeship;
- While outside of their home jurisdiction, to undertake and receive recognition for work experience; and
- While outside their home jurisdiction to undertake and receive recognition for off-the-job or technical training and associated exams.

### 4.3 ADDITIONAL CONSIDERATIONS FOR TEMPORARY APPRENTICE MOBILITY

Jurisdictions agreed to the following when an apprentice is working temporarily outside their home jurisdiction:

- For an apprentice to receive recognition for work experience they must meet the requirements of their home jurisdiction; and
- Both the home jurisdiction and the training jurisdiction must approve that an apprentice is able to take off-the-job or technical training, or write an exam.

Refer to the Provincial-Territorial Apprentice Mobility Transfer Guide for requirements specific to each province or territory.

## 5.0 PERMANENT APPRENTICE MOBILITY

### 5.1 DEFINITION OF PERMANENT APPRENTICE PERMANENT MOBILITY

Permanent apprentice mobility means that an apprentice or pre-apprentice makes a permanent move and becomes a resident in another jurisdiction. If the apprentice is already a registered apprentice, they transfer their apprenticeship to the new jurisdiction in which they want to reside.

*An apprentice is permanently moving with their family. They wish to finish the last level of their apprenticeship training and become certified in a jurisdiction different than the one where the majority of their training was completed. The jurisdiction that the apprentice is moving to will recognize all work experience and off-the-job or technical training the apprentice has already successfully completed, to the extent practicable.*

*In general terms, this means that the apprentice will continue their apprenticeship in their new home jurisdiction in the place they left off prior to moving.*

### 5.2 JURISDICTIONAL COMMITMENTS TO PERMANENT MOBILITY

Under the Agreement, jurisdictions committed to implement transparent and accessible processes to enable, to the extent practicable:

- The mobility of apprentices while progressing through their apprenticeship;
- The transfer of apprentices from one jurisdiction to another and the registration in the same or an equivalent trade in the jurisdiction to which the apprentice transfers; and
- Apprentices and pre-apprentices, upon registering, to receive recognition from the jurisdiction to which they transfer for any on and off-the-job or technical training and related exams successfully completed in the same or equivalent trade without having to repeat the equivalent training.

Refer to the Provincial-Territorial Apprentice Mobility Transfer Guide for requirements specific to each province or territory.



## 6.0 COMMUNICATION

### 6.1 JURISDICTIONAL COMMITMENTS

Under the Agreement, jurisdictions committed to:

- Ensure clear and consistent information concerning the policies and processes to facilitate apprentice mobility and determine the extent of recognition given in relation to a trade is available to apprentices, pre-apprentices, employers and other interested parties; and
- Ensure all necessary communications measures are taken to operationalize commitments and to identify and modify existing policies and procedures where necessary to facilitate apprentice mobility.

### 6.2 COMMUNICATION PRINCIPLES

The following principles serve as a foundation to ensure communication measures are established in jurisdictions to meet the commitments included in the Agreement:

- Create client-focused, user friendly, comprehensive, relevant and accessible communication materials to meet the information needs of apprentices, employers and other interested individuals;
- Leverage relationships with stakeholders, including industry and community groups, to extend the reach of jurisdictional communication activities and materials;
- Undertake regular material review to ensure information remains current and accessible;
- Ensure information material respects each jurisdiction's language requirements; and
- Work collaboratively, communicate challenges and jointly problem-solve situations to ensure the effectiveness of the Agreement.

### 6.3 COMMUNICATION PUBLICATIONS

Jurisdictions completed and published the following communication tools and committed to ensuring publications remain current.

- Provincial/territorial websites:
  - The Protocol and the Agreement and any related news release, publications or other supporting documents (including these Guidelines and the Provincial-Territorial Apprentice Mobility Transfer Guide);
  - Apprentice and Employer Frequently Asked Questions providing information to facilitate apprentice mobility.
- The Provincial-Territorial Apprentice Mobility Guidelines to promote mutual recognition of apprenticeship training and facilitate apprentice mobility in policy development.

- The Provincial-Territorial Apprentice Mobility Transfer Guide to provide detailed jurisdictional information to jurisdictional staff, apprentices and employers to support apprentice mobility.

## 7.0 EVALUATION AND DATA

### 7.1 JURISDICTIONAL COMMITMENTS

Under the Agreement, jurisdictions committed to:

- Review the Agreement, and any policies and procedures established that result from it, within the first two years of implementation and every five years thereafter or at any other time upon mutual agreement of the jurisdictions; and
- Develop and implement systems, processes and policies respecting the collection, storage, use and disclosure of information and data in regards to apprentice mobility for the benefit of each jurisdiction.

A second commitment was made to address the limited availability of apprentice mobility data and to support evaluation. Better data assists with jurisdictional understanding of the frequency and experience of apprentice mobility across Canada as well as in assessing the effectiveness of measures jurisdictions have undertaken to reduce barriers to apprentice mobility.

### 7.2 EVALUATION PRINCIPLES

The following principles serve as a foundation for how jurisdictions will evaluate the Agreement:

- Produce reliable, accurate and valid information and data;
- Maximize existing tools and available data;
- Minimize the administrative burden associated with evaluation;
- Use data and information to inform continuous improvement;
- Ensure that interpretation of data and information focuses on factors primarily within the jurisdiction's influence; and
- Work cooperatively to ensure the effectiveness of the Agreement.

### 7.3 EVALUATION OUTCOMES

Key outcomes jurisdictions committed to measure for temporary and permanent mobility through evaluation include:

- Apprentice mobility barriers are reduced;
- Transparency and ease for apprentices to move to another jurisdiction and interact with apprenticeship authorities are achieved;

- Mutual recognition of work experience, off-the-job or technical training, and examinations successfully completed by apprentices in the same trade in another jurisdiction are achieved; and
- Jurisdictional labour market demands are responded to.

## 7.4 INFORMATION AND DATA TO BE COLLECTED

Jurisdictions committed to evaluate the Agreement by January 2018. Jurisdictions also committed to collecting information through qualitative and quantitative measures including gaining an understanding of the mobility of apprentices and ease in accessing mobility information. Jurisdictions will undertake to establish a baseline to allow for evaluation in 2018.

## 7.5 DATA AND INFORMATION COLLECTION TIMEFRAMES

Jurisdictions will complete their evaluation commitments as outlined in the Agreement, and as noted above, including an evaluation within the first two years of implementation of the Agreement and every five years thereafter, or at any other time upon mutual agreement of the jurisdictions.

## 8.0 GOVERNANCE

### 8.1 GOVERNANCE BODY

Jurisdictions identified a requirement to ensure the ongoing maintenance of apprentice mobility measures established, such as these Guidelines, to support the implementation of the Protocol and the Agreement. Initial work was completed under the guidance of the Provincial-Territorial Forum of Labour Market Ministers and their Senior Officials.

Ongoing maintenance has been designated to provincial and territorial apprenticeship system leads or representatives to form the governance body for apprentice mobility implementation, referred to as the “Apprentice Mobility Executive Group”.

### 8.2 APPRENTICE MOBILITY EXECUTIVE GROUP ACCOUNTABILITIES

The Apprentice Mobility Executive Group is accountable to Provincial and Territorial Ministers Responsible for Apprenticeship through the Provincial-Territorial Forum of Labour Market Ministers. The Group is accountable to:

- Prepare reports for review and approval by Provincial-Territorial Labour Market Ministers and other Ministers as required; and
- Provide quarterly updates or as needed to Provincial-Territorial FLMM Senior Officials on the initiative and associated materials.

Each jurisdiction is responsible for its respective costs associated with participating in the Apprentice Mobility Executive Group and implementing the Protocol and the Agreement. As part of the FLMM annual budget cycle, the Apprentice Mobility Executive Group will consult with the FLMM to determine if a budget allocation is necessary or will be granted to carry out any workplan(s) agreed to by jurisdictions.

### 8.3 APPRENTICE MOBILITY EXECUTIVE GROUP RESPONSIBILITIES

The Group is responsible to:

- Develop policies, procedures and workplans to clarify and guide the work of the Apprentice Mobility Executive Group;
- Assist in the implementation and monitors the effectiveness of the Provincial-Territorial Apprentice Mobility Protocol and Agreement;
- Work with jurisdictions to identify issues that continue to create a barrier to apprentice mobility and supports them in finding potential solutions;
- Maintains a relationship with the Canadian Council of Directors of Apprenticeship providing timely updates and seeking input and feedback as appropriate;
- Report on results of the two-year evaluation, and evaluations every five years thereafter, to provincial-territorial Ministers and proposes amendments as required to the Provincial-Territorial Apprentice Mobility Guidelines and Transfer Guide following the evaluation;
- Establish and dissolve working committees as required; and
- Upon implementation of the Provincial-Territorial Apprentice Mobility Protocol and Agreement, establish a Communications Working Committee and an Evaluation Working Committee to meet immediate and short-term obligations.

## APPENDIX A: GLOSSARY OF TERMS

- (a) **Apprentice:** A person registered with an apprenticeship authority to learn a trade through an apprenticeship program.
- (b) **Apprenticeship authority:** The jurisdictional administrative body formally responsible for the terms set out in the Provincial-Territorial Apprentice Mobility Agreement.
- (c) **Apprenticeship program:** A program of apprenticeship training designated by an apprenticeship authority and undertaken by an apprentice in a trade.
- (d) **Apprenticeship training:** Means the off-the-job or technical training, work experience and examinations undertaken by an apprentice in a trade.
- (e) **Employer:** An individual, company or organization that sponsors an apprentice while undertaking their on-the-job training. An employer may also be referred to as a sponsor.
- (f) **Exam or Examination:** Any written or practical assessment that is required by an apprentice in an apprenticeship program, as part of off-the-job or technical training, work experience or otherwise, or that an individual undertakes in the course of pre-apprenticeship training.
- (g) **Home jurisdiction:** The jurisdiction in which an apprentice is registered. In some jurisdictions, it also means the jurisdiction in which an apprentice originally registered and intends to return to in the context of temporary mobility.
- (h) **Jurisdiction:** Means a Canadian province or territory.
- (i) **Mutual recognition:** Means the recognition of off-the-job or technical training, work experience, and successful completion of any associated exam, to the extent practicable by;
  1. the jurisdiction to which the apprentice transfers and registers;
  2. the home jurisdiction;
  3. jurisdictions receiving transferred individuals who have received pre-apprenticeship training for the purpose of registering as an apprentice.
- (j) **Off-the-job training** (also referred to as technical training or in-class training): Includes formal instruction, including theoretical and practical aspects of a trade, designed to supplement work experience within an apprenticeship or pre-apprenticeship training program.
- (k) **Pre-apprentice:** Means an individual who is engaged in, or has completed pre-apprenticeship training.

- (l) **Pre-apprenticeship training:** Work experience and technical training acquired and any associated examinations successfully completed by an individual in a jurisdiction prior to the individual entering into an apprenticeship program, or associated with a trade, which may be recognized, accredited or authorized in that jurisdiction for an apprenticeship program.
- (m) **Register:** Means to register in an apprenticeship program with an apprenticeship authority.
- (n) **Resident:** Means to live primarily in a jurisdiction, and may include filing taxes as a resident of that jurisdiction.
- (o) **Technical training** (also referred to as off-the-job training or in-class training): Includes formal instruction, including theoretical and practical aspects of a trade, designed to supplement work experience within an apprenticeship or pre-apprenticeship training program.
- (p) **To the extent practicable:** Means to use good faith efforts to do all that is practicable and reasonable to achieve the purpose, principles and commitments of the Provincial-Territorial Apprentice Mobility Protocol and Agreement.
- (q) **Trade:** Means that a specific trade has been designated or identified in a jurisdiction under the authority of its applicable legislation as a trade which may or may not require certification for which an apprenticeship program is available.
- (r) **Training jurisdiction:** A jurisdiction, other than a home jurisdiction, where an apprentice is obtaining some or all of the apprentice's apprenticeship training, despite being registered in another jurisdiction.
- (s) **Transfer Guide:** A detailed, step-by-step description of the processes established in each jurisdiction to support apprentice mobility.
- (t) **Work experience** (also referred to as on-the-job training): Practical experience acquired by an apprentice in an apprenticeship program, or that an individual acquires in the course of pre-apprentice training.

## APPENDIX B: JURISDICTIONAL CONTACT INFORMATION

<i>Jurisdiction</i>	<i>Office and Address</i>
<i>Alberta</i>	<p>Apprenticeship and Student Aid – Policy Standards            Innovation and Advanced Education            10th floor Commerce Place            10155-102 Street            Edmonton, AB T5J 4L5            Fax: 780-422-7376            Website:  <a href="http://tradesecrets.alberta.ca/learn-on-the-job/apprentice-mobility/">http://tradesecrets.alberta.ca/learn-on-the-job/apprentice-mobility/</a></p>
<i>British Columbia</i>	<p>Industry Training Authority            800 – 8100 Granville Avenue,            Richmond, BC V6Y 3T6            Fax: 778-785-2401            Website: <a href="http://www.itabc.ca/">http://www.itabc.ca/</a>            Mobility Page:  <a href="http://www.itabc.ca/apply-apprenticeship/apprentice-mobility">http://www.itabc.ca/apply-apprenticeship/apprentice-mobility</a>            Telephone: 1-866-660-6011            Email: <a href="mailto:customerservice@itabc.ca">customerservice@itabc.ca</a></p>
<i>Manitoba</i>	<p>Apprenticeship Manitoba            100-111 Lombard Avenue            Winnipeg, Manitoba R3B 0T4            Fax: 204-948-2539            Website: <a href="http://www.gov.mb.ca/wdis/apprenticeship/">http://www.gov.mb.ca/wdis/apprenticeship/</a>            Toll-Free: 1-866-332-5077            E-mail: <a href="mailto:apprenticeship@gov.mb.ca">apprenticeship@gov.mb.ca</a></p>
<i>New Brunswick</i>	<p>Post Secondary Education, Training and Labour            Chestnut Complex, Suite 110            P. O. Box 6000            Fredericton, NB E3B 5H1            Fax: 506-453-3618            Website:  <a href="http://www2.gnb.ca/content/gnb/en/services/services_renderer.2195.Apprenticeship_and_Occupational_Certification.html">http://www2.gnb.ca/content/gnb/en/services/services_renderer.2195.Apprenticeship_and_Occupational_Certification.html</a>            Telephone: 1-855-453-2260            E-mail: <a href="mailto:aoc-acp@gnb.ca">aoc-acp@gnb.ca</a></p>
<i>Newfoundland and Labrador</i>	<p>Department of Advanced Education and Skills            3rd Floor West Block            Confederation Building            P.O. Box 8700            St. John's, NL A1B 4J6            Fax: 709-729-5878</p>

<i>Jurisdiction</i>	<i>Office and Address</i>
<i>Northwest Territories</i>	<p>Website:  <a href="http://www.aes.gov.nt.ca/department/branches/postsecondary/apprenticeship.html">http://www.aes.gov.nt.ca/department/branches/postsecondary/apprenticeship.html</a>            Telephone: 1-709-729-2350</p> <p>Department of Education, Culture and Employment            Government of the Northwest Territories            P.O. Box 1320            Yellowknife, NT X1A 2L9            Fax: 867-873-0200            Website:  <a href="https://www.ece.gov.nt.ca/advanced-education/apprenticeship-trades-occupation-certification">https://www.ece.gov.nt.ca/advanced-education/apprenticeship-trades-occupation-certification</a>            Telephone: 1-867-873-7552</p>
<i>Nova Scotia</i>	<p>Nova Scotia Apprenticeship Agency            2021 Brunswick Street            PO Box 578            Halifax, NS B3J 2S9            Fax: 902-424-0717            Website: <a href="http://nsapprenticeship.ca">http://nsapprenticeship.ca</a>            Telephone: 1-800-494-5651 (Toll free within NS)            Email: <a href="mailto:apprenticeship@novascotia.ca">apprenticeship@novascotia.ca</a></p>
<i>Nunavut</i>	<p>Department of Family Services            Nunavut Apprenticeship            P.O. Box 1000, Stn 980            Iqaluit, NU X0A 0H0            Fax: 867-975-5635            Website: <a href="http://www.gov.nu.ca/family-services/information/apprenticeship-trade-and-occupations-certification">http://www.gov.nu.ca/family-services/information/apprenticeship-trade-and-occupations-certification</a>            Telephone: 867-975-5200</p>
<i>Ontario</i>	<p>Employment Ontario            Website:  <a href="http://www.tcu.gov.on.ca/eng/employmentontario/training/mobility_protocol.html">http://www.tcu.gov.on.ca/eng/employmentontario/training/mobility_protocol.html</a>            Telephone:            Employment Ontario hotline toll-free: 1-800-387-5656            TTY: 1-866-533-6339            Email: <a href="mailto:Employmenthotlineinquiries@ontario.ca">Employmenthotlineinquiries@ontario.ca</a></p>
<i>Prince Edward Island</i>	<p>Post-Secondary and Continuing Education            Department of Workforce and Advanced Learning            Atlantic Technology Centre, Suite 212            P.O. Box 2000, 176 Great George Street            Charlottetown, PEI C1A 7N8</p>



<i>Jurisdiction</i>	<i>Office and Address</i>
	Fax: 902-368-6144 Website: <a href="http://www.gov.pe.ca/ial/apprenticeship">http://www.gov.pe.ca/ial/apprenticeship</a> Telephone: (902) 368-4460
<i>Québec</i>	Direction de la qualification réglementée Emploi-Québec 800, rue du Square Victoria, 28e étage Montréal (Québec) H4Z 1B7 Telephone: 514-873-0800 E-mail: <a href="mailto:boite.DQR@mess.gouv.qc.ca">boite.DQR@mess.gouv.qc.ca</a>
<i>Saskatchewan</i>	Saskatchewan Apprenticeship and Trade Certification Commission 2140 Hamilton Street Regina SK S4P 2E3 Fax: 306-787-5105 Website: <a href="http://www.saskapprenticeship.ca/">http://www.saskapprenticeship.ca/</a> E-mail: <a href="mailto:apprenticeship@gov.sk.ca">apprenticeship@gov.sk.ca</a>
<i>Yukon</i>	Advanced Education Branch Department of Education Government of Yukon Box 2703, Whitehorse, YT Y1A 2C6 Fax: 867-667-8555 Website: <a href="http://www.education.gov.yk.ca/trades_apprentice.html">http://www.education.gov.yk.ca/trades_apprentice.html</a> Telephone: 867-456-3867 or Toll-free 1-800-661-0408, ext. 3867 (within Yukon, N.W.T. and Nunavut)

# APPENDIX C: PROVINCIAL-TERRITORIAL APPRENTICE MOBILITY PROTOCOL



## PROVINCIAL-TERRITORIAL APPRENTICE MOBILITY PROTOCOL

THIS PROVINCIAL-TERRITORIAL APPRENTICE MOBILITY PROTOCOL (the "Protocol") is effective the 16<sup>th</sup> day of July, 2015.

RECOGNIZING that Provinces and Territories wish to work cooperatively to ensure the availability of a skilled, competitive labour force to support their respective labour and skills development strategies, reduce any barriers to apprentice mobility and leverage employment and training opportunities for Canadians;

RECOGNIZING that industry partners are essential to the apprenticeship systems and agree that provincial-territorial approaches to apprenticeship should support and promote employer engagement; and

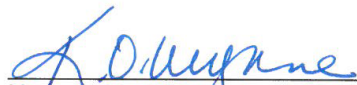
RECOGNIZING the spirit of the Agreement on Internal Trade, which provides for the availability of recognition for certified tradespersons without any requirements for additional training, experience, examinations or assessments;

1. Premiers direct Provincial and Territorial Ministers responsible for apprenticeship to achieve a provincial-territorial approach to mobility for apprentices and individuals who are engaged in or have completed pre-apprenticeship training, by facilitating, to the extent practicable, apprenticeship authorities' mutual recognition of off-the-job training, work experience and associated examination results for:
  - (a) an apprentice who is transferring permanently to another provincial or territorial jurisdiction ("Jurisdiction"), and seeking to register in an apprenticeship program with the apprenticeship authority in that Jurisdiction;
  - (b) an apprentice who is transferring temporarily to another Jurisdiction while maintaining his or her registration in an apprenticeship program with the apprenticeship authority in the Jurisdiction where the apprentice ordinarily resides; and
  - (c) an individual who is engaged in or has completed pre-apprenticeship training in one Jurisdiction and seeks to register in an apprenticeship program in another Jurisdiction.
2. Premiers recognize the following principles in fulfilling the purpose of this Protocol:
  - (a) Jurisdictions will facilitate the mobility of apprentices while progressing through their apprenticeship programs, where the opportunities to do so exist, using transparent and accessible mechanisms and processes;
  - (b) mutual recognition between the Jurisdictions of apprenticeship training and pre-apprenticeship training may be achieved despite differences in program standards between Jurisdictions;
  - (c) work experience and off the job training and any associated examinations may occur in any Jurisdiction;
  - (d) this Protocol respects the autonomy of each Jurisdiction's apprenticeship authority and the apprenticeship programs they provide or facilitate;
  - (e) Jurisdictions may require registration in their Jurisdiction prior to an apprentice acquiring work experience or off-the-job training in that

- Jurisdiction, regardless of whether the apprentice is registered in another Jurisdiction;
- (f) an apprentice must always satisfy the conditions for entry into an apprenticeship program or a pre-apprenticeship program in the Jurisdiction in which they register; and
  - (g) each Jurisdiction's language requirements will be respected in implementing this Protocol.
3. Based on the direction and principles set out above, Premiers direct Ministers responsible for apprenticeship to:
- (a) implement transparent and accessible processes in that Province or Territory's Jurisdiction, to the extent practicable, with the goal of providing the means for:
    - (i) an apprentice to work in any Jurisdiction for purposes of receiving recognition toward an apprenticeship program, and
    - (ii) an individual to receive recognition toward an apprenticeship program in any Jurisdiction, upon registration as an apprentice in that Jurisdiction, for pre-apprenticeship training including processes to enable the individual to receive recognition from the Jurisdiction in which he or she registers, for any assessment of the individual's skills, work experience, off-the-job training and examinations successfully completed in another Jurisdiction, without having to repeat the equivalent training or any part of it;
  - (b) work cooperatively to establish the nature and extent of any recognition that may be given in each Jurisdiction in relation to a trade for apprenticeship training and pre-apprenticeship training;
  - (c) work cooperatively to identify and modify existing policies and procedures, where necessary, to facilitate achievement of the purpose, principles and goals identified in this Protocol;
  - (d) establish methods and platforms that facilitate the availability of apprenticeship mobility information in a clear, accessible and consistent manner across all Jurisdictions;
  - (e) develop and implement systems, processes and policies respecting the collection, storage, use and disclosure of information and data concerning the matters in clauses (a) and (b), for the benefit of each Jurisdiction.
4. Provinces and Territories will implement this Protocol by January 1, 2016, to the extent practicable.
5. All provinces and territories agree to respect their privacy legislation in giving effect to this Protocol.
6. This Protocol is intended to state general principles and record the intentions of the Premiers. This Protocol is not intended to be a legally binding instrument or to give rise to any legal rights not otherwise held by the Provinces and Territories.
7. This Protocol may be signed in counterparts and each counterpart will constitute an original document and the counterparts, taken together, will constitute one and the same Protocol.

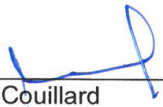
Signed as of this 16<sup>th</sup> day of July, 2015.

Signed on behalf of the Government of Ontario by:



Honourable Kathleen Wynne  
Premier of Ontario

Signed on behalf of Le Gouvernement du Québec by:



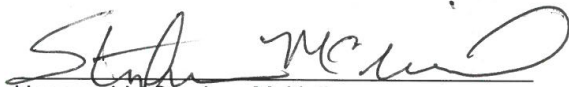
M. Philippe Couillard  
Premier ministre du Québec

Signed on behalf of the Government of New Brunswick by:



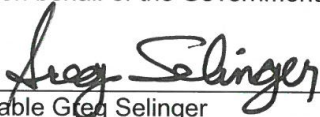
Honourable Brian Gallant  
Premier of the Province of New Brunswick

Signed on behalf of the Government of Nova Scotia by:



Honourable Stephen McNeil  
Premier of Nova Scotia  
Minister of Intergovernmental Affairs

Signed on behalf of the Government of Manitoba by:



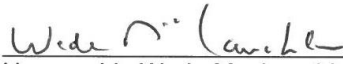
Honourable Greg Selinger  
Premier of the Province of Manitoba

Signed on behalf of the Government of British Columbia by:

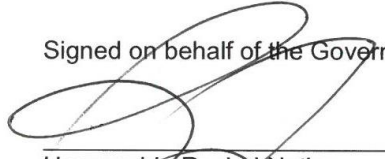


Honourable Christy Clark  
Premier of the Province of British Columbia

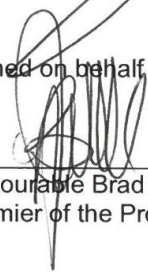
Signed on behalf of the Government of Prince Edward Island by:

  
Honourable Wade MacLauchlan  
Premier of Prince Edward Island

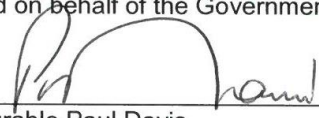
Signed on behalf of the Government of Alberta by:

  
Honourable Rachel Notley  
Premier of Alberta  
Minister of International and Intergovernmental Relations

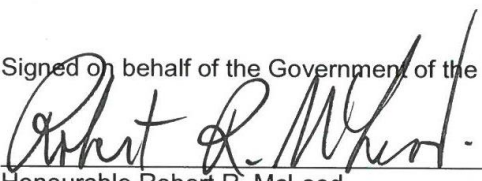
Signed on behalf of the Government of Saskatchewan by:

  
Honourable Brad Wall  
Premier of the Province of Saskatchewan

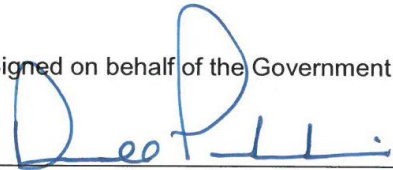
Signed on behalf of the Government of Newfoundland and Labrador by:

  
Honourable Paul Davis  
Premier of the Province of Newfoundland and Labrador

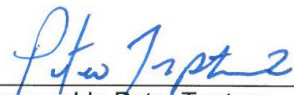
Signed on behalf of the Government of the Northwest Territories by:

  
Honourable Robert R. McLeod  
Premier of the Northwest Territories

Signed on behalf of the Government of Yukon by:

  
Honourable Darrell Pasloski  
Premier of Yukon

Signed on behalf of the Government of Nunavut by:

  
Honourable Peter Taptuna  
Premier of Nunavut

# APPENDIX D: PROVINCIAL-TERRITORIAL APPRENTICE MOBILITY AGREEMENT



## PROVINCIAL-TERRITORIAL APPRENTICE MOBILITY AGREEMENT

THIS PROVINCIAL-TERRITORIAL APPRENTICE MOBILITY AGREEMENT (the "Agreement") is effective the        day of        , 2015 (the "Effective Date").

BETWEEN:

THE GOVERNMENT OF ONTARIO, as represented by the Minister, Training, Colleges and Universities

- and -

LE GOUVERNEMENT DU QUÉBEC, as represented by the ministre du Travail, de l'Emploi et de la Solidarité sociale;

by the ministre de l'Éducation, de l'Enseignement supérieur et de la Recherche;

and by the ministre responsable des Affaires intergouvernementales canadiennes et de la Francophonie canadienne

- and -

THE GOVERNMENT OF NEW BRUNSWICK, as represented by the Minister, Post-Secondary Education, Training and Labour

- and -

THE GOVERNMENT OF NOVA SCOTIA, as represented by the Minister, Labour and Advanced Education

- and -

THE GOVERNMENT OF MANITOBA, as represented by the Minister, Manitoba Jobs and the Economy

- and -

THE GOVERNMENT OF BRITISH COLUMBIA, as represented by the Minister, Jobs, Tourism and Skills Training and Minister Responsible for Labour

- and -

THE GOVERNMENT OF PRINCE EDWARD ISLAND, as represented by the Minister, Workforce and Advanced Learning

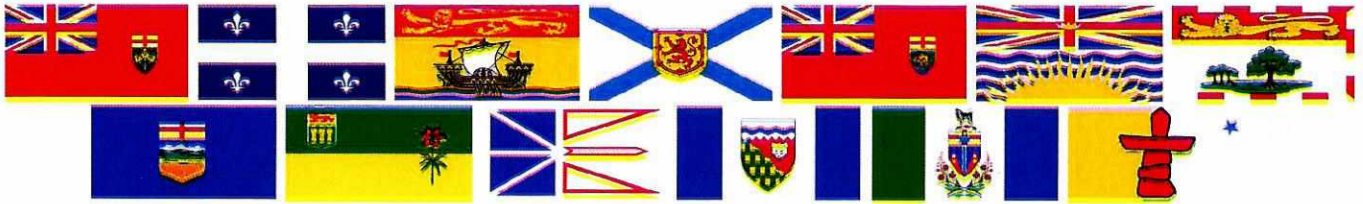
- and -

THE GOVERNMENT OF ALBERTA, as represented by the Minister, Jobs, Skills, Training and Labour and Minister of Innovation and Advanced Education

- and -

THE GOVERNMENT OF SASKATCHEWAN, as represented by the Minister, Immigration, Jobs, Skills and Training

- and -



THE GOVERNMENT OF NEWFOUNDLAND AND LABRADOR, as represented by the Minister, Advanced Education and Skills;  
and by the Minister, Municipal and Intergovernmental Affairs

- and -

THE GOVERNMENT OF THE NORTHWEST TERRITORIES, as represented by the Minister, Education, Culture and Employment

- and -

THE GOVERNMENT OF YUKON, as represented by the Minister of Education

- and -

THE GOVERNMENT OF NUNAVUT, as represented by the Minister of Family Services

(each a “Party” and collectively the “Parties”)

WHEREAS the Premiers, through the Council of the Federation and the Provincial-Territorial Apprenticeship Mobility Protocol, have directed the Provincial and Territorial Labour Market Ministers to develop a provincial-territorial approach to enhance Apprenticeship mobility;

AND WHEREAS the Premiers’ Provincial-Territorial Apprenticeship Mobility Protocol is in the spirit of the Agreement on Internal Trade, which provides for the availability of recognition for certified tradespersons without any requirements for additional training, experience, examinations or assessments;

AND WHEREAS the Parties wish to work cooperatively to ensure the availability of a skilled competitive labour force to support their respective labour and skills development strategies, reduce barriers to Apprenticeship mobility and leverage employment and training opportunities for Canadians;

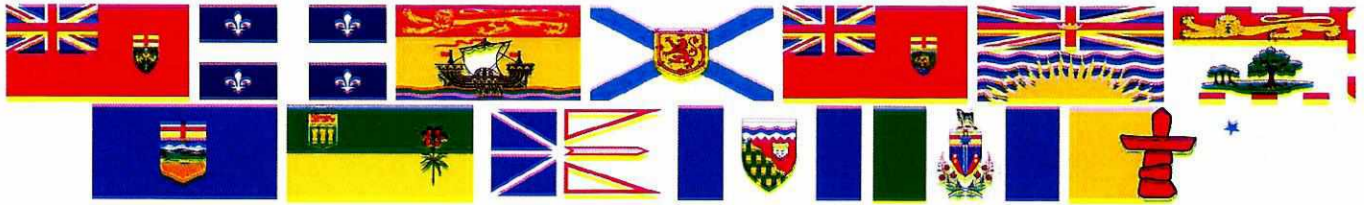
AND WHEREAS the Parties wish to work cooperatively to ensure that their respective Apprenticeship Programs continue to meet the needs of employers, employees and industry, with the goal of high quality standards;

THEREFORE, the Parties to this Agreement agree as follows:

## **1 INTERPRETATION**

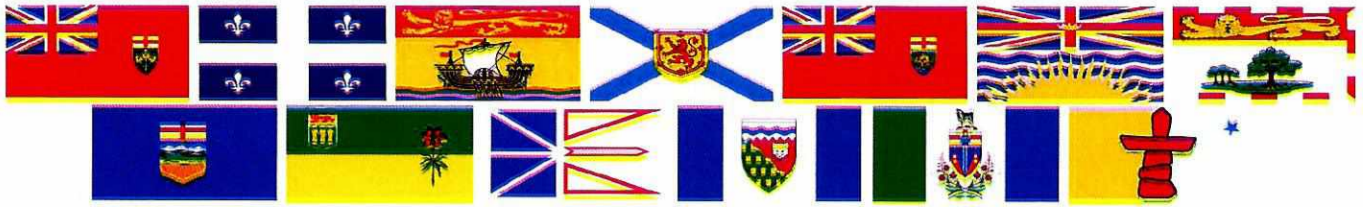
1.1 The terms defined in this Article 1.1 have, for all purposes of this Agreement, the following meanings:

- (a) “Apprentice” means a person who is Registered with an Apprenticeship Authority to learn a Trade through an Apprenticeship Program;
- (b) “Apprenticeship Authority” means an Apprenticeship Authority set out in Schedule I to this Agreement and “Apprenticeship Authorities” means all of the Apprenticeship Authorities set out therein;
- (c) “Apprenticeship Program” means a program of Apprenticeship Training designated by an Apprenticeship Authority and undertaken by an Apprentice in a Trade;



- (d) “Apprenticeship Training” means the Off-the-Job Training and Work Experience acquired by an Apprentice in a Trade, and any associated Examinations successfully completed by the Apprentice;
- (e) “Examination” means any written or practical assessment that is required of an Apprentice in an Apprenticeship Program, as part of Off-the-Job Training, Work Experience or otherwise, or that an individual undertakes in the course of Pre-Apprenticeship Training;
- (f) “Home Jurisdiction” means the Jurisdiction in which an Apprentice is Registered;
- (g) “Jurisdiction” means a Province or Territory represented by a Party to this Agreement and “Jurisdictions” means all of the Provinces and Territories represented by the Parties to this Agreement;
- (h) “Mutual Recognition” means recognition of Off-the-Job Training, Work Experience and the successful completion of any associated Examinations that is supported, To The Extent Practicable, by the following means:
  - (i) recognition granted to an Apprentice by the Jurisdiction to which the Apprentice transfers and Registers, for Work Experience and Off-the-Job Training acquired, and any associated Examinations successfully completed in another Jurisdiction in the same or an equivalent Trade,
  - (ii) recognition granted to an Apprentice by the Home Jurisdiction, for Work Experience, Off-the-Job Training or any associated Examinations successfully completed in a Training Jurisdiction,
  - (iii) recognition granted by a Jurisdiction to an individual for Pre-Apprenticeship Training completed by the individual, upon the individual’s transfer to the Jurisdiction for purposes of Registering as an Apprentice;
- (i) “Off-the-Job Training” means the formal instruction, including the theoretical and practical aspects of a Trade designed to supplement skills acquired through Work Experience, that is provided in the Apprenticeship Program or through Pre-Apprenticeship Training for the Trade;
- (j) “Pre-Apprenticeship Training” means Work Experience and Off-the-Job Training acquired, and any associated Examinations successfully completed by an individual in a Jurisdiction prior to the individual entering into an Apprenticeship Program in, or associated with a Trade, which may be recognized, accredited or authorized in that Jurisdiction for an Apprenticeship Program;
- (k) “Register” means, with respect to an Apprentice, register in an Apprenticeship Program with an Apprenticeship Authority, and “Registered”, “Registering” and “Registration” have similar meanings;
- (l) “To the Extent Practicable” means to the extent possible and practical, using good faith efforts to do all that is reasonable to achieve the purpose, principles and commitments of this Agreement;
- (m) “Trade” means a trade that has been designated or identified in a Jurisdiction under the authority of its applicable legislation, as a trade in relation to which certification may, or is required to be obtained, as the case may be, and for which an Apprenticeship Program is available;





- (n) “Training Jurisdiction” means a Jurisdiction, other than the Home Jurisdiction, where an Apprentice is obtaining some or all of the Apprentice’s Apprenticeship Training, despite being Registered in another Jurisdiction;
- (o) “Work Experience” means the practical experience acquired by an Apprentice in an Apprenticeship Program, or that an individual acquires in the course of Pre-Apprenticeship Training.

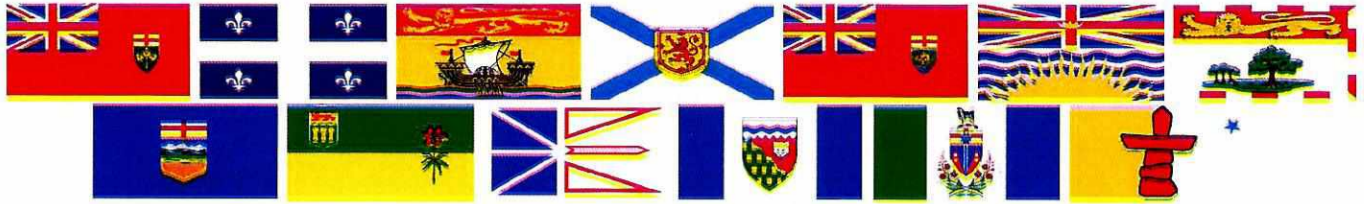
## 2 PURPOSE AND PRINCIPLES

2.1 The purpose of this Agreement is to achieve a provincial-territorial approach to mobility for Apprentices and individuals who are engaged in or have completed Pre-Apprenticeship Training, by facilitating, To The Extent Practicable, Apprenticeship Authorities’ Mutual Recognition of Off-the-Job Training, Work Experience and associated Examination results for

- (a) an Apprentice who is transferring permanently to another Jurisdiction and seeking to Register in an Apprenticeship Program with the Apprenticeship Authority in that Jurisdiction;
- (b) an Apprentice who is transferring temporarily to another Jurisdiction while maintaining his or her Registration in an Apprenticeship Program with the Apprenticeship Authority in the Jurisdiction where the Apprentice ordinarily resides; and
- (c) an individual who is engaged in or has completed Pre-Apprenticeship Training in one Jurisdiction and seeks to Register in an Apprenticeship Program in another Jurisdiction.

2.2 The Parties recognize the following principles in fulfilling the purpose of this Agreement:

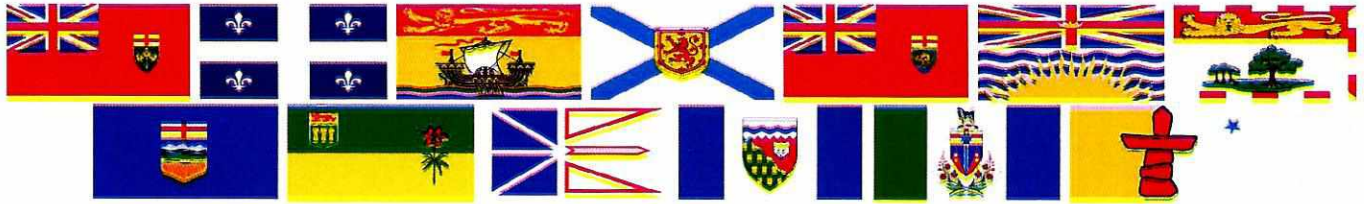
- (a) Jurisdictions will facilitate the mobility of Apprentices while progressing through their Apprenticeship Programs, where the opportunities to do so exist, using transparent and accessible mechanisms and processes;
- (b) Mutual Recognition between the Jurisdictions of Apprenticeship Training and Pre-Apprenticeship Training may be achieved despite differences in program standards between Jurisdictions;
- (c) Work Experience, Off the Job Training and any associated Examinations may occur in any Jurisdiction;
- (d) this Agreement respects the autonomy of each Jurisdiction’s Apprenticeship Authority and the Apprenticeship Programs they provide or facilitate;
- (e) Jurisdictions may require Registration in their Jurisdiction prior to an Apprentice acquiring Work Experience or Off-the-Job Training in that Jurisdiction, regardless of whether the Apprentice is Registered in another Jurisdiction;
- (f) an Apprentice must always satisfy the conditions for entry into an Apprenticeship Program or a Pre-Apprenticeship Program in the Jurisdiction in which they Register;
- (g) each Jurisdiction’s language requirements will be respected in implementing this Agreement.



### 3 COMMITMENTS

#### 3.1 Each Party will

- (a) implement transparent and accessible processes in that Party's Jurisdiction to enable, To The Extent Practicable,
  - (i) an Apprentice, to work in any Jurisdiction for purposes of receiving recognition toward an Apprenticeship Program, including processes to enable the Apprentice to:
    - (A) transfer from one Jurisdiction to another and Register in the same or an equivalent Trade in the Jurisdiction to which he or she transfers,
    - (B) undertake Work Experience in a Training Jurisdiction without repetition or interruption,
    - (C) with the approval or agreement of the Apprenticeship Authority for a Training Jurisdiction, undertake Off-the-Job Training and any associated Examinations in the Training Jurisdiction without repetition or interruption,
    - (D) upon Registering, receive recognition from the Jurisdiction to which he or she transfers, for any Work Experience, Off-the-Job Training and any associated Examinations successfully completed in another Jurisdiction in the same or an equivalent Trade, without having to repeat the equivalent training or any part of it,
    - (E) receive recognition for Apprenticeship Training by the Home Jurisdiction, and
  - (ii) an individual to receive recognition toward an Apprenticeship Program in any Jurisdiction, upon Registration as an Apprentice in that Jurisdiction, for Pre-Apprenticeship Training, including processes to enable the individual to receive recognition from the Jurisdiction in which he or she Registers, for any assessment of the individual's skills, Work Experience, Off-the-Job Training and Examinations successfully completed in another Jurisdiction, without having to repeat the equivalent training or any part of it;
- (b) work cooperatively to establish the nature and extent of any recognition that may be given in each Jurisdiction in relation to a Trade for
  - (i) Apprenticeship Training; and
  - (ii) Pre-Apprenticeship Training;
- (c) work cooperatively to identify and modify existing policies and procedures, where necessary, to facilitate achievement of the commitments identified in this Agreement;
- (d) ensure that clear and consistent information concerning the policies and processes referred to in clauses (a) and (b) is available to Apprentices, individuals who are engaged in or have completed Pre-Apprenticeship Training, employers and other interested parties, as appropriate, and work cooperatively to establish methods and platforms to ensure that the



information is communicated to each of them in a clear, accessible and consistent manner across all Jurisdictions; and

- (e) develop and implement systems, processes and policies respecting the collection, storage, use and disclosure of information and data concerning the matters in clauses (a) and (b), for the benefit of each Jurisdiction.

3.2 The Parties agree to implement this Agreement in each Jurisdiction by January 1, 2016, To The Extent Practicable.

3.3 Notwithstanding Article 3.2, clause 3.1(e) may be implemented, To The Extent Practicable, by such date after January 1, 2016, as the Parties may agree to in writing.

3.4 Each Party will ensure that:

- (a) all necessary steps are taken to attempt to resolve any barriers and to prevent any new barriers to fully implementing the commitments identified in article 3.1;
- (b) subject to clause (a), all necessary measures are taken to fully enable the mobility of Apprentices and individuals who are engaged in or have completed Pre-Apprenticeship Training in accordance with the commitments identified in article 3.1;
- (c) all necessary communications measures are taken to operationalize the commitments described in clause 3.1(c);
- (d) the systems, processes and policies referred to in clause 3.1(e) are developed and implemented.

#### **4 NOTICE**

4.1 Any notice required or permitted to be given pursuant to this Agreement shall be sufficiently given if delivered in person, sent by prepaid registered mail from a post office in Canada, or sent by facsimile or electronic transmission to such Party to the attention of the office-holder and at the address for the office-holder set out in Schedule II to this Agreement or at such other address as the Party to whom such notice is to be given shall have last notified the Party giving the notice in the manner provided in this Article.

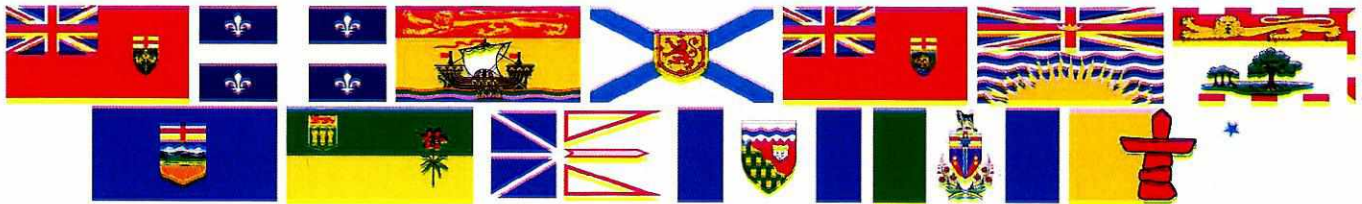
#### **5 COSTS**

5.1 Any and all costs and expenses of a Party associated with or resulting from activities undertaken by the Party or the Apprenticeship Authority for the Party, in relation to this Agreement, shall be borne by the Party, individually, unless otherwise agreed to in writing by all of the Parties.

#### **6 DISCLOSURE OF INFORMATION AND CONFIDENTIALITY**

6.1 Each Party may only collect, use and disclose information under this Agreement in accordance with that Party's privacy legislation. The Parties acknowledge that, notwithstanding any provisions of this Agreement, the information to be shared or exchanged between the Parties under the Agreement shall not include information the disclosure of which is:

- (a) prohibited by any Act of the Legislature or National Assembly of any Jurisdiction;



(b) restricted by any Act of the Legislature or National Assembly of any Jurisdiction, unless the information is shared, exchanged or disclosed in accordance with the provisions of the Act that restricts its disclosure.

6.2 Subject to article 6.3, each Party agrees to treat as confidential all information it receives from another Party pursuant to this Agreement, with the exception of information that is contained in material that is a matter of public record.

6.3 No Party shall disclose to any third party confidential information obtained from another Party pursuant to this Agreement, without the written consent of the other Party, except where the disclosure is required by law.

6.4 Where a Party is required by law to disclose confidential information in accordance with article 6.3, the Party shall notify the affected Party of the pending disclosure as soon as practicable and, where notice prior to the disclosure is not practicable, then as soon as practicable after the disclosure.

## **7 ISSUES RESOLUTION**

7.1 If there is any disagreement between or among the Parties regarding anything contained in or arising from this Agreement, the Parties agree to make every reasonable effort in good faith to settle such disagreement through direct negotiations between authorized representatives of the Apprenticeship Authority, within fifteen (15) days following a written request by one of the Parties in that regard.

7.2 If the Parties are unable to resolve the disagreement in accordance with article 7.1, then within forty-five (45) days of being advised of the failure to resolve the disagreement, the Deputy Minister responsible for apprenticeship matters in each Jurisdiction, or his or her designate, shall make every reasonable effort in good faith to settle such disagreement through direct negotiations between the Parties or their respective advisors.

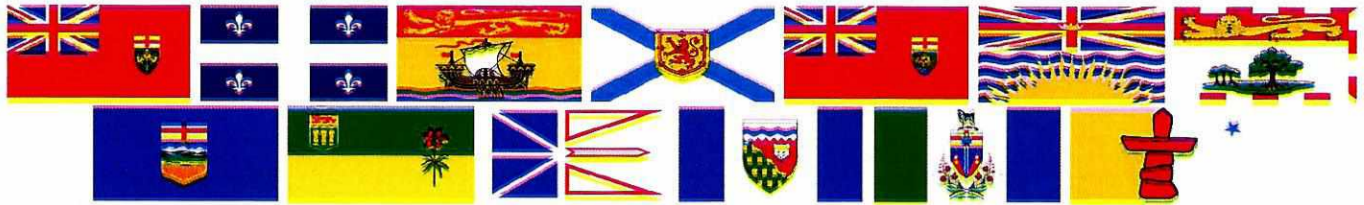
7.3 If the Parties are unable to resolve the disagreement in accordance with article 7.2, then within sixty-five (65) days of being advised of the failure to resolve the disagreement, the Minister responsible for apprenticeship matters in each Jurisdiction, or his or her designate, shall make every reasonable effort in good faith to settle such disagreement through direct negotiations between the Parties or their respective advisors.

7.4 For greater certainty, all matters concerning this Agreement will be addressed in accordance with the process provided for in this article and will not be referred to a tribunal or any other third party.

## **8 LEGISLATION AND POLICIES OF A JURISDICTION**

8.1 The Parties will ensure that policies pertaining to apprenticeship and trades certification are consistent with this Agreement, To The Extent Practicable.

8.2 Each Party shall, upon the request of the other Parties, make available to the other Parties all applicable statutes, regulations, administrative orders, policies, external procedures and written guidelines in relation to apprenticeship and trades certification, and shall notify the other Parties of any changes to any such laws, policies, external procedures or guidelines which may pertain to the content of this Agreement.



## **9 TERMINATION**

- 9.1 This Agreement may be terminated at any time by mutual consent of the Parties. To be effective, such consent must be in writing and signed by all Parties.
- 9.2 In the event of termination of this Agreement, the Parties agree to work together to carry out an orderly termination of any activities performed by any Party that are associated with the purpose of this Agreement.
- 9.3 Articles 6.2, 6.3 and 6.4 survive the termination of this Agreement.

## **10 WITHDRAWAL**

- 10.1 A Party may withdraw from this Agreement by giving ninety (90) days' notice in writing to each other Party.
- 10.2 The withdrawal of a Party from this Agreement does not affect the continuation of the Agreement with respect to the remaining Parties.
- 10.3 Articles 6.2, 6.3 and 6.4 survive the withdrawal of a Party from this Agreement.

## **11 EVALUATION AND REVIEW OF THIS AGREEMENT**

- 11.1 This Agreement, and any policies and procedures established as a result of this Agreement, shall be reviewed by the Parties within the first two (2) years of the Effective Date, every five (5) years thereafter and at any other time by mutual agreement of the Parties.

## **12 AMENDMENT OF AGREEMENT**

- 12.1 The Parties may amend this Agreement, in writing, at any time, by mutual agreement.

## **13 INTENTION**

- 13.1 This Agreement is not intended to be a legally binding instrument or to give rise to any legal rights not otherwise held by the Parties.
- 13.2 Nothing in this Agreement shall be interpreted as requiring any person or entity to take action that would be contrary to applicable law.

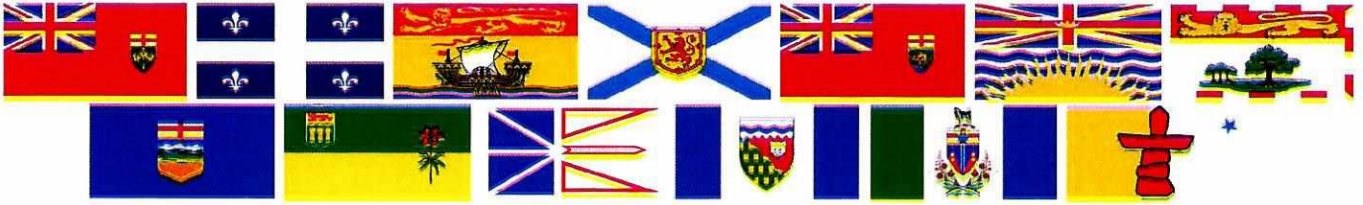
## **14 EFFECTIVE DATE OF AGREEMENT**

- 14.1 This Agreement comes into effect on the Effective Date first noted above.

## **15 EXECUTION**

- 15.1 This Agreement may be signed in counterparts and each counterpart will constitute an original document and the counterparts, taken together, shall constitute one and the same Agreement. Delivery of an executed counterpart of this Agreement by facsimile or electronically in portable document format ("pdf") shall be equally effective as delivery of a manually executed counterpart. Any Party delivering an executed counterpart of this Agreement by facsimile or electronically shall also deliver a manually executed counterpart of this Agreement but the failure to deliver a manually executed counterpart shall not affect the validity or binding effect of this Agreement in accordance with its terms.

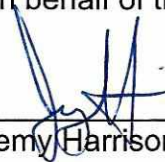




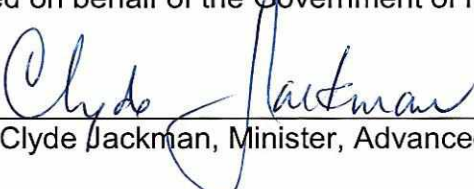
Signed on behalf of the Government of Alberta by:

\_\_\_\_\_  
Hon. Lori Sigurdson, Minister, Jobs, Skills, Training and Labour  
and Minister of Innovation and Advanced Education

Signed on behalf of the Government of Saskatchewan by:

  
\_\_\_\_\_  
Hon. Jeremy Harrison, Minister, Immigration, Jobs, Skills and Training

Signed on behalf of the Government of Newfoundland and Labrador by:

  
\_\_\_\_\_  
Hon. Clyde Jackman, Minister, Advanced Education and Skills

Signed on behalf of the Government of Newfoundland and Labrador by:

\_\_\_\_\_  
Hon. Keith Hutchings, Minister of Municipal and Intergovernmental Affairs

Signed on behalf of the Government of the Northwest Territories by:

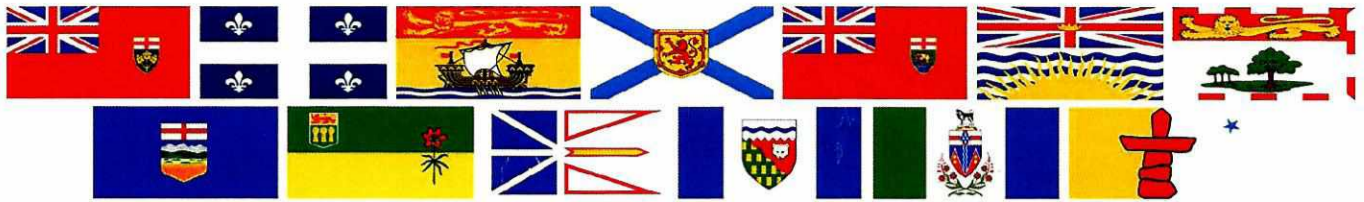
\_\_\_\_\_  
Hon. Jackson Lafferty, Minister, Education, Culture and Employment

Signed on behalf of the Government of Yukon by:

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Hon. Doug Graham, Minister of Education

Signed on behalf of the Government of Nunavut by:

  
\_\_\_\_\_  
Hon. Jeannie Ugyuk, Minister of Family Services



IN WITNESS WHEREOF the Parties have caused this Agreement to be signed as of  
this        day of                                2015.

Signed on behalf of the Government of Ontario by:

Hon. Reza Moridi, Minister, Training, Colleges and Universities

Signed on behalf of Le Gouvernement du Québec by:

Sam Hamad, ministre du Travail, de l'Emploi et de la Solidarité sociale

Signed on behalf of Le Gouvernement du Québec by:

Francois Blais, ministre de l'Éducation, de l'Enseignement supérieur et de la Recherche

Signed on behalf of Le Gouvernement du Québec by:

Jean-Marc Fournier, ministre responsable des Affaires intergouvernementales  
canadiennes et de la Francophonie canadienne

Signed on behalf of the Government of New Brunswick by:

Hon. Francine Landry, Minister, Post-Secondary Education, Training and Labour

Signed on behalf of the Government of Nova Scotia by:

Hon. Kelly Regan, Minister, Labour and Advanced Education

Signed on behalf of the Government of Manitoba by:

Hon. Kevin Chief, Minister, Manitoba Jobs and the Economy

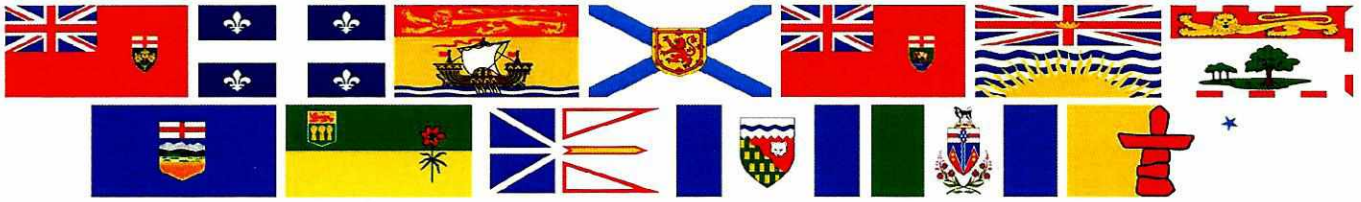
Signed on behalf of the Government of British Columbia by:

Hon. Shirley Bond, Minister, Jobs, Tourism and Skills Training and Minister Responsible  
for Labour

Signed on behalf of the Government of Prince Edward Island by:

Hon. Richard Brown, Minister, Workforce and Advanced Learning





Signed on behalf of the Government of Alberta by:

*Lori Sigurdson*

Hon. Lori Sigurdson, Minister, Jobs, Skills, Training and Labour  
and Minister of Innovation and Advanced Education

Signed on behalf of the Government of Saskatchewan by:

Hon. Jeremy Harrison, Minister, Immigration, Jobs, Skills and Training

Signed on behalf of the Government of Newfoundland and Labrador by:

Hon. Clyde Jackman, Minister, Advanced Education and Skills

Signed on behalf of the Government of Newfoundland and Labrador by:

Hon. Keith Hutchings, Minister of Municipal and Intergovernmental Affairs

Signed on behalf of the Government of the Northwest Territories by:

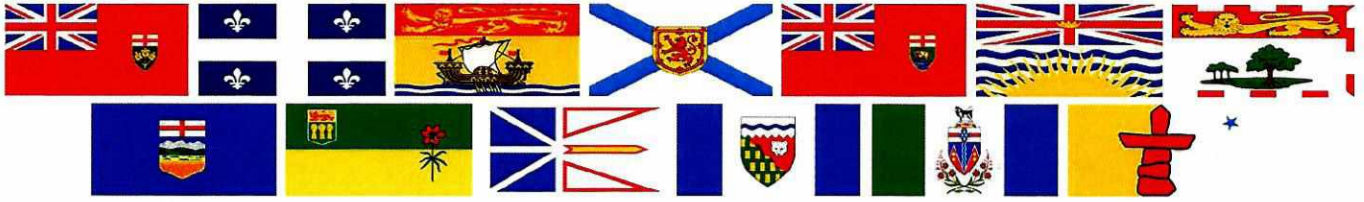
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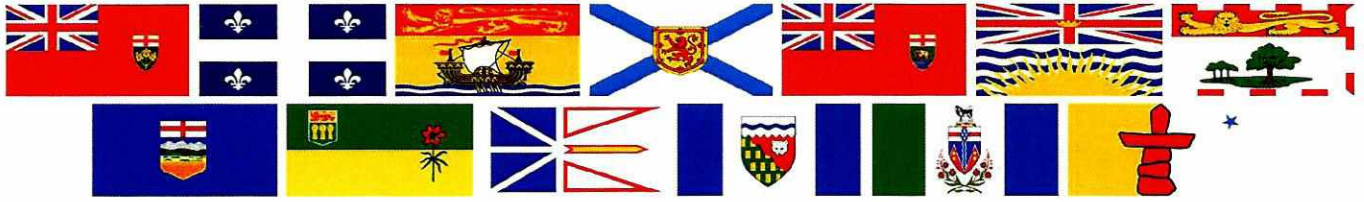
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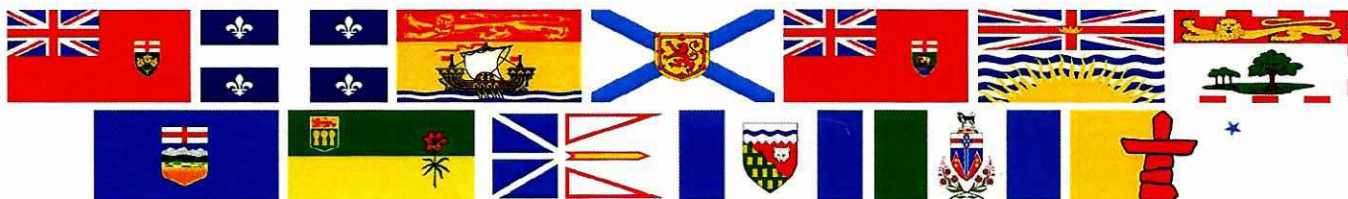
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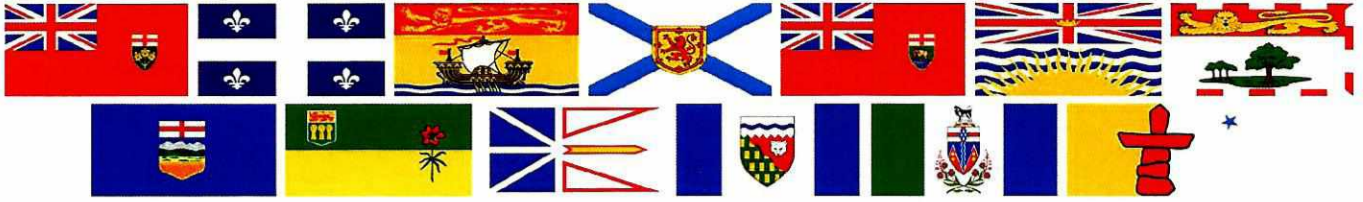
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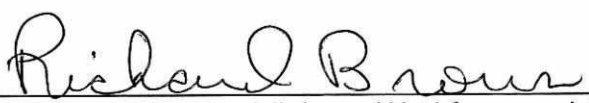
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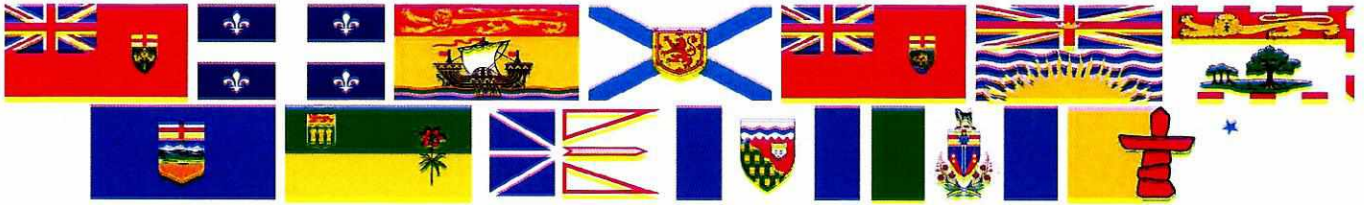
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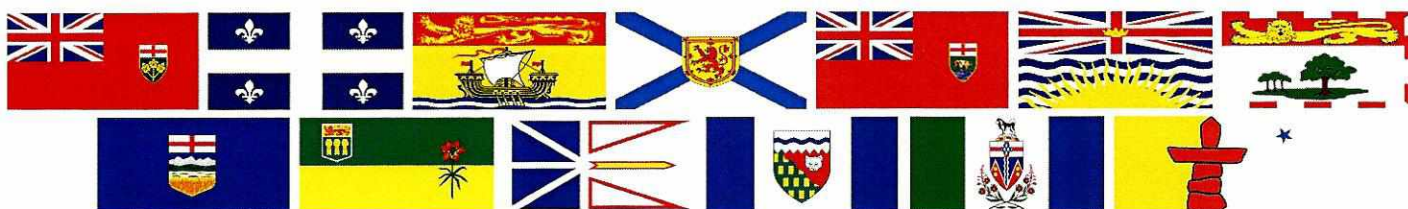
  
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Hon. Richard Brown, Minister, Workforce and Advanced Learning



### Schedule I – Apprenticeship Authorities

Jurisdiction	Apprenticeship Authority
Ontario	The Minister of Training, Colleges and Universities
Québec	<p><i>for Professional Apprenticeship Qualification and Training:</i> le Ministère du Travail, de l'Emploi et de la Solidarité sociale</p> <p>la Commission de la construction du Québec</p> <p>the Comités paritaires de l'industrie des services automobiles</p> <p><i>for Off-the-Job Training:</i> le Ministère de l'Éducation, de l'Enseignement supérieur et de la Recherche</p>
New Brunswick	Apprenticeship and Occupational Certification Branch of the Department of Post-Secondary Education, Training and Labour
Nova Scotia	Nova Scotia Apprenticeship Agency
Manitoba	Apprenticeship Manitoba
British Columbia	Industry Training Authority
Prince Edward Island	Apprenticeship Training and Certification, Post-Secondary and Continuing Education, Department of Workforce and Advanced Learning
Alberta	Apprenticeship and Student Aid – Policy and Standards, Innovation and Advanced Education
Saskatchewan	Saskatchewan Apprenticeship and Trade Certification Commission
Newfoundland and Labrador	Apprenticeship and Trades Certification Division, Department of Advanced Education and Skills
Northwest Territories	Labour Development and Standards, Department of Education, Culture and Employment
Yukon	Advanced Education Branch Department of Education
Nunavut	Career Development Department of Family Services





Alberta	<p>Executive Director          Apprenticeship and Student Aid – Policy Standards          Innovation and Advanced Education          10<sup>th</sup> floor Commerce Place          10155-102 Street          Edmonton, AB T5J 4L5          Fax: 780 422 7376          Email: <a href="mailto:eae.aitexecutivedirectors@gov.ab.ca">eae.aitexecutivedirectors@gov.ab.ca</a></p>
Saskatchewan	<p>Chief Executive Officer          Saskatchewan Apprenticeship and Trade Certification          Commission          2140 Hamilton Street          Regina SK S4P 2E3          Fax: 306 787 5859          Email: <a href="mailto:Jeff.Ritter@gov.sk.ca">Jeff.Ritter@gov.sk.ca</a></p>
Newfoundland and Labrador	<p>Director, Apprenticeship and Trades Certification Division          Department of Advanced Education and Skills          3<sup>rd</sup> Floor West Block          Confederation Building          P.O. Box 8700          St. John's, NL A1B 4J6          Fax: 709 729 5878          Email: <a href="mailto:SandraEBishop@gov.nl.ca">SandraEBishop@gov.nl.ca</a></p>
Northwest Territories	<p>Director, Labour Development and Standards,          Department of Education, Culture and Employment          Government of the Northwest Territories          P.O. Box 1320          Yellowknife, NT X1A 2L9          Fax: 867 873 0200          Email: <a href="mailto:Laurie_Morton@gov.nt.ca">Laurie_Morton@gov.nt.ca</a></p>
Yukon	<p>Director, Training Programs          Advanced Education Branch          Department of Education          Government of Yukon          Box 2703, Whitehorse, YT Y1A 2C5          Fax: 867 667 8555          Email: <a href="mailto:judy.thrower@gov.yk.ca">judy.thrower@gov.yk.ca</a></p>
Nunavut	<p>Director of Career Development          Department of Family Services          P.O. Box 1000, Stn 980          Iqaluit, NU X0A 0H0          Fax: 867 975 5635          Email: <a href="mailto:DMartin1@gov.nu.ca">DMartin1@gov.nu.ca</a></p>