

## 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

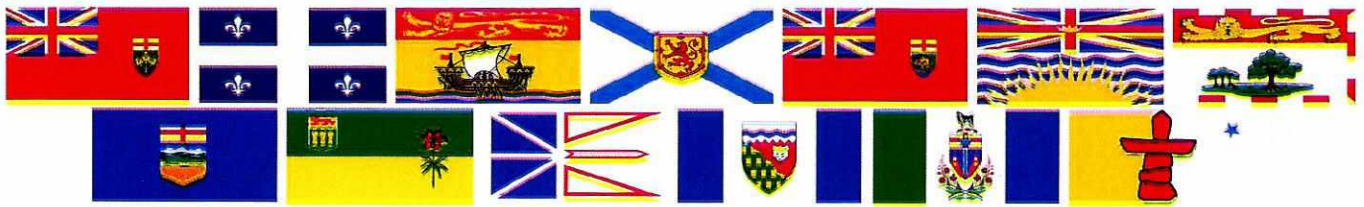
- and -

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;

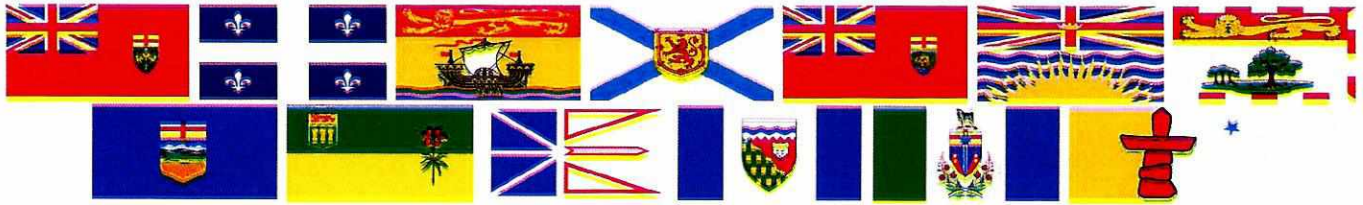
THEREFORE, the Parties to this Agreement agree as follows:

## **1 INTERPRETATION**

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

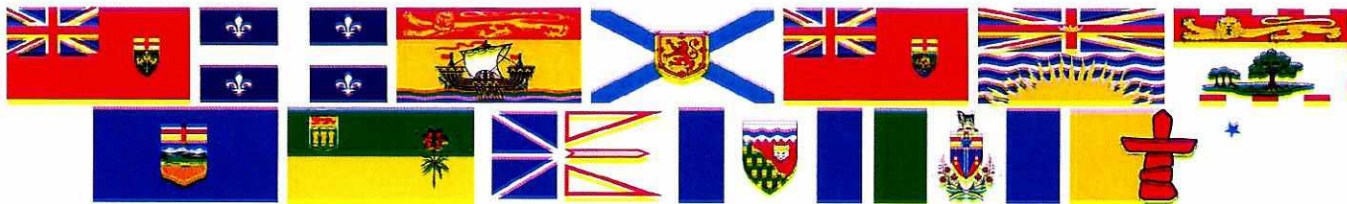
- (a) “Apprentice” means a person who is Registered with an Apprenticeship Authority to learn a Trade through an Apprenticeship Program;
- (b) “Apprenticeship Authority” means an Apprenticeship Authority set out in Schedule I to this Agreement and “Apprenticeship Authorities” means all of the Apprenticeship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

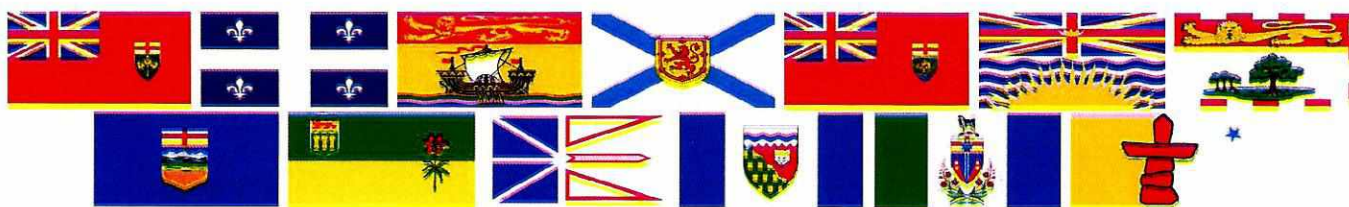
2.1 The purpose of this Agreement is to achieve a provincial-territorial approach to mobility for Apprentices and individuals who are engaged in or have completed Pre-Apprenticeship Training, by facilitating, To The Extent Practicable, Apprenticeship Authorities' Mutual Recognition of Off-the-Job Training,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

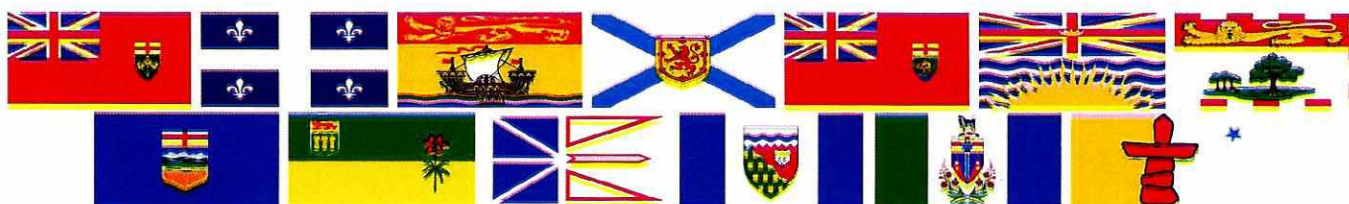




### 3 COMMITMENTS

#### 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**

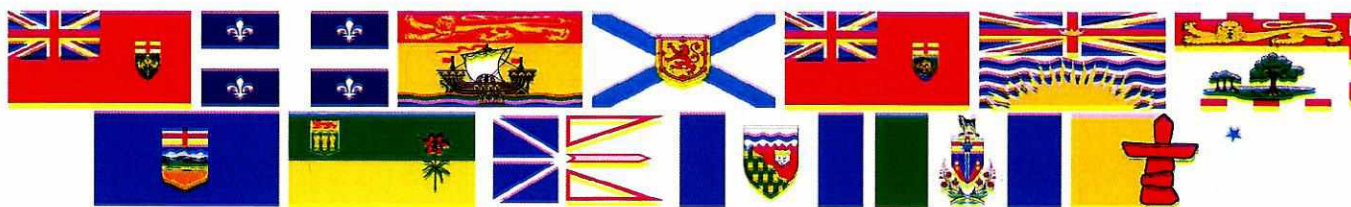
5.1 Any and all costs and expenses of a Party associated with or resulting from activities undertaken by the Party or the Apprenticeship Authority for the Party, in relation to this Agreement, shall be borne by the Party, individually, unless otherwise agreed to in writing by all of the Parties.

#### **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.

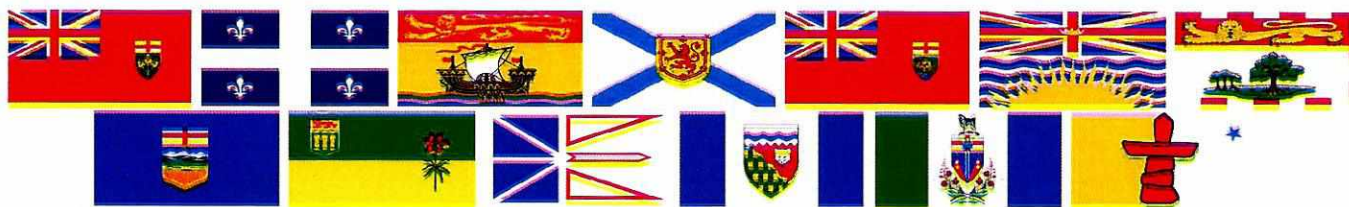
## **7 ISSUES RESOLUTION**

- 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.

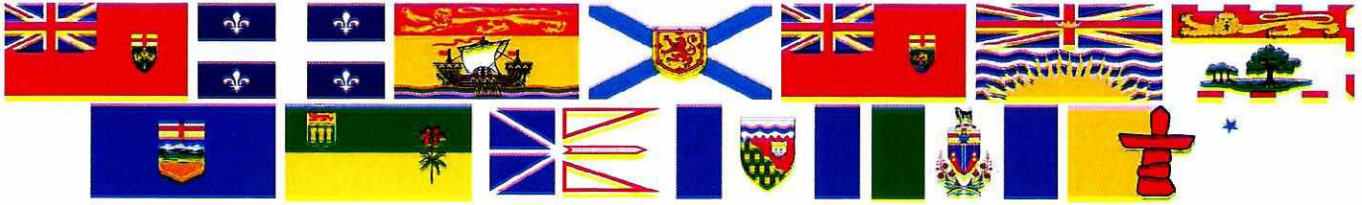








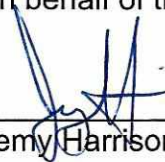




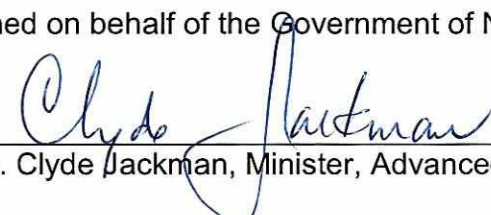
Signed on behalf of the Government of Alberta by:

\_\_\_\_\_  
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

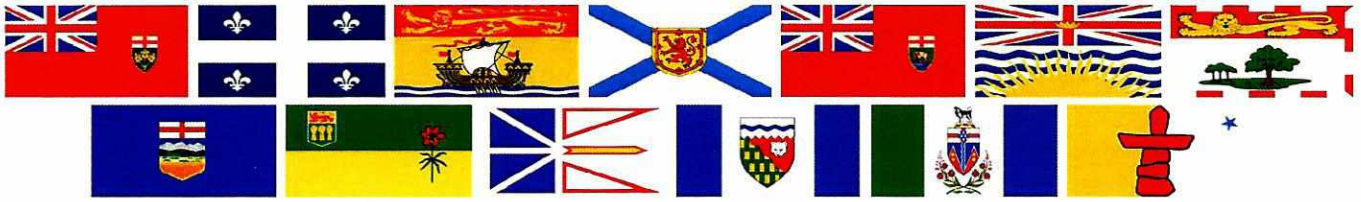
Signed on behalf of the Government of Yukon by:

\_\_\_\_\_  
Hon. Doug Graham, Minister of Education

Signed on behalf of the Government of Nunavut by:

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





Signed on behalf of the Government of Alberta by:

*Hon. 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

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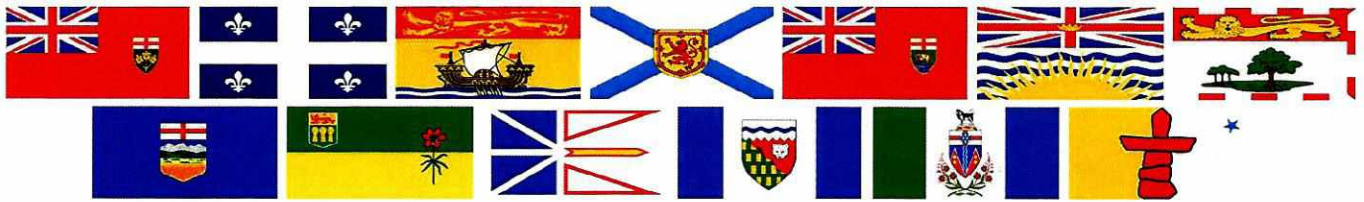
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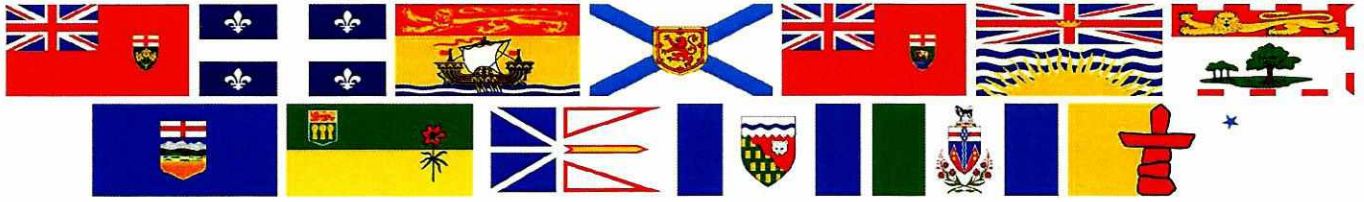
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Hon. Clyde Jackman, Minister, Advanced Education and Skills

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Hon. Keith Hutchings, Minister of Municipal and Intergovernmental Affairs

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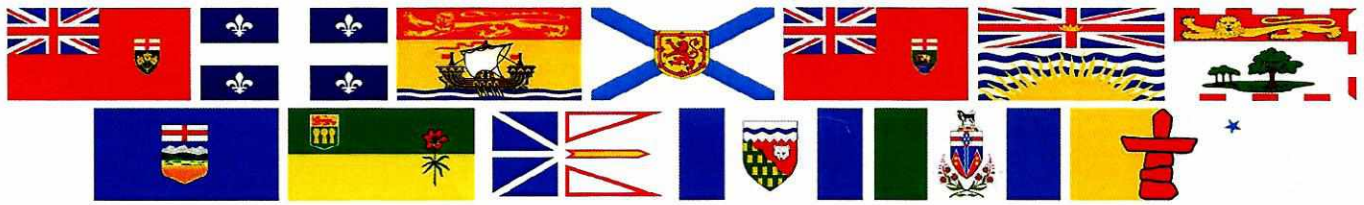
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Hon. Jackson Lafferty, Minister, Education, Culture and Employment

Signed on behalf of the Government of Yukon by:

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Hon. Jeannie Ugyuk, Minister of Family Services



Signed on behalf of the Government of Alberta by:

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

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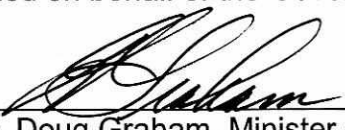
Hon. Keith Hutchings, Minister of Municipal and Intergovernmental Affairs

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

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

Signed on behalf of the Government of Yukon by:



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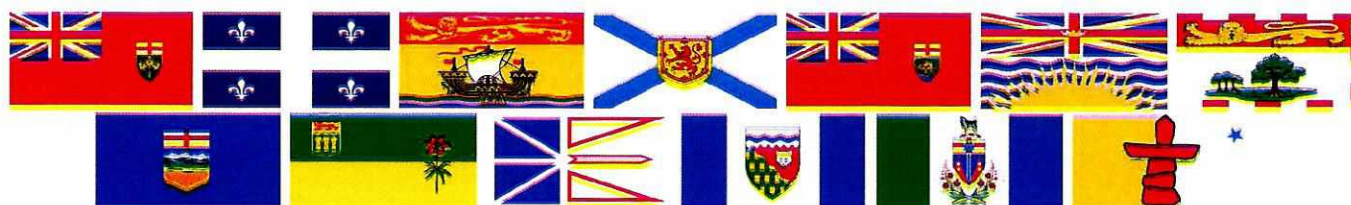
Hon. Doug Graham, Minister of Education

Signed on behalf of the Government of Nunavut by:

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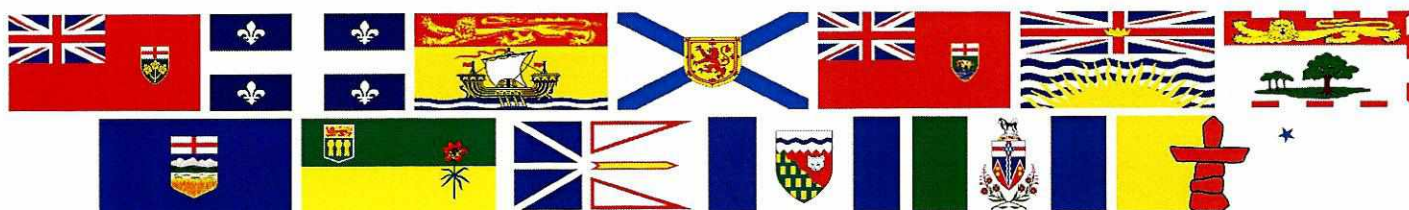
Hon. Jeannie Ugyuk, Minister of Family Services





### 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



## Schedule II – Notice

Jurisdiction	Office-holder and Address
Ontario	<p>Director, Programs Branch  Ontario Ministry of Training, Colleges and Universities  900 Bay Street, 23rd Floor Mowat Block  Toronto, ON M7A 1L2  Fax: 416 326 5505  Email: <a href="mailto:Jen.Liptrot@ontario.ca">Jen.Liptrot@ontario.ca</a></p>
Québec	<p>Directeur, Direction des politiques d'emploi,  des relations intergouvernementales et de la veille  Ministère de l'Emploi et de la Solidarité sociale  425, St Amable, 4ième étage  Québec G1R 4Z1  Fax : 418 644 1299  Email: <a href="mailto:Anne.Racine@mess.gouv.qc.ca">Anne.Racine@mess.gouv.qc.ca</a></p>
New Brunswick	<p>Director of Apprenticeship and  Occupational Certification  Chestnut Complex, Suite 110  P. O. Box 6000  Fredericton, NB E3B 5H1  Fax: 506 453 3618  Email: <a href="mailto:Michael.Barnett@gnb.ca">Michael.Barnett@gnb.ca</a></p>
Nova Scotia	<p>Chief Executive Officer  Nova Scotia Apprenticeship Agency  2021 Brunswick Street  PO Box 578  Halifax, NS B3J 2S9  Fax: 902 424 0717  Email: <a href="mailto:Marjorie.Davison@novascotia.ca">Marjorie.Davison@novascotia.ca</a></p>
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