

# ATLANTIC MEMORANDUM OF UNDERSTANDING CONCERNING APPRENTICE MOBILITY

THIS MEMORANDUM OF UNDERSTANDING is effective the        day of        , 2015 (the "Effective Date").

BETWEEN:

THE GOVERNMENT OF NEW BRUNSWICK, as represented by the Premier of the Province ("New Brunswick")

**OF THE FIRST PART**

-and-

THE GOVERNMENT OF NOVA SCOTIA as represented by the Premier of the Province ("Nova Scotia")

**OF THE SECOND PART**

-and-

THE GOVERNMENT OF PRINCE EDWARD ISLAND, as represented by the Premier of the Province ("Prince Edward Island")

**OF THE THIRD PART**

-and-

THE GOVERNMENT OF NEWFOUNDLAND AND LABRADOR, as represented by the Premier of the Province ("Newfoundland and Labrador")

**OF THE FOURTH PART**

(each a "Participant" and collectively the "Participants")

WHEREAS the Premiers of each of the Participants entered into a Memorandum of Understanding Regarding Atlantic Apprenticeship Harmonization on May 26, 2014, for purposes of better meeting the labour demands of businesses through improved mobility of apprentices, among other objectives;

AND WHEREAS the Participants 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 apprentice mobility and leverage employment and training opportunities for Atlantic Canadians;

AND WHEREAS the Participants wish to promote the acquisition of credit by an apprentice for Apprenticeship Training undertaken in either New Brunswick, Nova Scotia, Prince Edward Island or Newfoundland and Labrador for purposes of an apprenticeship program in one of those provinces;

AND WHEREAS the Participants wish to promote mutual recognition of education and training undertaken by an individual in any of the Participating Provinces in an established Pre-Employment Apprenticeship Training program, course of training or program of study in a designated trade, prior to the individual entering into an apprenticeship program in the trade;

AND WHEREAS each Participant's apprenticeship legislation authorizes the Ministers of each of the Participants in this Memorandum of Understanding to enter into agreements with the government of a province or territory of Canada that each Minister considers necessary or expedient for the administration of the apprenticeship legislation that each is responsible for;

AND WHEREAS Nova Scotia's *Apprenticeship and Trades Qualifications Act* authorizes the Minister of Labour and Advanced Education for the Province of Nova Scotia to enter into an extra-provincial apprenticeship recognition agreement such as this Memorandum of Understanding;

THEREFORE, the Participants in this Memorandum of Understanding agree as follows:

**1 DEFINITIONS:**

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

- (a) "Apprenticeship Authority" means any of the following, and "Apprenticeship Authorities" means all of the following agencies or departmental divisions or branches:
  - (i) for New Brunswick, the Apprenticeship and Occupational Certification Branch of the Department of Post-Secondary Education, Training and Labour,
  - (ii) for Nova Scotia, the Nova Scotia Apprenticeship Agency,
  - (iii) for Prince Edward Island, Apprenticeship Training and Certification, Post-Secondary and Continuing Education, Department of Workforce and Advanced Learning,
  - (iv) for Newfoundland and Labrador, the Apprenticeship and Trades Certification Division, Department of Advanced Education and Skills;
- (b) "Apprenticeship Representative" means any of the following, and "Apprenticeship Representatives" means all of the following individuals:
  - (i) for New Brunswick, the "Director", as defined in the *Apprenticeship and Occupational Certification Act*,
  - (ii) for Nova Scotia, the "Chief Executive Officer", as defined in the *Apprenticeship and Trades Qualifications Act*,
  - (iii) for Prince Edward Island, the "Manager", as defined in the *Apprenticeship and Trades Qualification Act*,
  - (iv) for Newfoundland and Labrador, the "Director", as defined in the *Apprenticeship and Certification Act*;

- (c) “Apprenticeship Training” means the Technical Training and Work Experience acquired by an apprentice in a designated trade, and any associated examinations successfully completed by the apprentice;
- (d) “Deputy Minister” means the Deputy Minister of the department of the Participant for which each Minister is responsible;
- (e) “Extra-Provincial Apprentice” means an Apprentice who is party to an Extra-Provincial Apprenticeship Agreement;
- (f) “Extra-Provincial Apprenticeship Agreement” means an apprenticeship agreement or, in Newfoundland and Labrador, a memorandum of understanding, for apprenticeship, between an Apprenticeship Representative and an apprentice or prospective apprentice who
  - (i) is ordinarily resident in the Home Jurisdiction of the Apprenticeship Representative,
  - (ii) is not employed in the Home Jurisdiction at the time the apprenticeship agreement or memorandum of understanding for apprenticeship is entered into,
  - (iii) is, or has been employed within the preceding year in a Training Jurisdiction, or has an offer of employment from an employer in a Training Jurisdiction,
  - (iv) is the subject of a determination by the Apprenticeship Representative of the Home Jurisdiction that he or she is eligible to be granted credit for the equivalent of Technical Training, examinations or work Experience acquired in the Training Jurisdiction in the designated trade in relation to which the apprenticeship agreement or memorandum of understanding for apprenticeship is proposed, and
  - (v) in the opinion of the Apprenticeship Representative of the Home Jurisdiction, is likely to benefit from entering into an apprenticeship agreement or memorandum of understanding of apprenticeship with the Apprenticeship Representative;
- (g) “Home Jurisdiction” means the Participating Province in which an apprentice is registered under an Extra-Provincial Apprenticeship Agreement;
- (h) “Participating Province” means any of the following provinces, and “Participating Provinces” means all of the following provinces:
  - (i) New Brunswick,
  - (ii) Nova Scotia,
  - (iii) Prince Edward Island,
  - (iv) Newfoundland and Labrador;

- (i) “Pre-Employment Apprenticeship Training” means education and training undertaken by an individual in a Participating Province prior to the individual entering into an apprenticeship program in a designated trade, which may be recognized, accredited or authorized in that Participating Province, or another Participating Province, for credit in an apprenticeship program;
- (j) “Pre-apprentice” means an individual who is enrolled in a Pre-Employment Apprenticeship Training program in a Participating Province;
- (k) “Recognized Apprenticeship Training” means the Apprenticeship Training associated with a designated trade that is included in the list of designated trades developed by the Participating Provinces for purposes of granting recognition and credit for the Apprenticeship Training undertaken by an Extra-Provincial Apprentice in a Training Jurisdiction;
- (l) “Recognized Pre-Employment Apprenticeship Training” means the Pre-Employment Apprenticeship Training which is assessed by a Participating Province to be appropriate to permit an Apprenticeship Authority to provide credit to individuals who have undertaken that Pre-Employment Apprenticeship Training in another Participating Province;
- (m) “Supervising Journeyman” means a journeyman in a Training Jurisdiction who has been recommended by the Training Jurisdiction to supervise the practical experience of an Extra-Provincial Apprentice in the Training Jurisdiction;
- (n) “Technical Training” means the portion of Apprenticeship Training in which the apprentice receives formal instruction, including theoretical aspects of the designated trade designed to supplement skills acquired through Work Experience;
- (o) “Training Jurisdiction” means the Participating Province in which an apprentice who is registered under an Extra-Provincial Apprenticeship Agreement is obtaining some or all of their Apprenticeship Training;
- (p) “Work Experience” means the practical experience acquired by an apprentice in an apprenticeship program.

1.2 The determination of whether a person is ordinarily resident shall be made in accordance with the following rules:

- (a) a person is ordinarily resident in the place where the person lives and to which, whenever absent, the person intends to return;
- (b) a person may be ordinarily resident in only one place at a time;
- (c) a person does not cease to be ordinarily resident in a place by leaving the place for a temporary purpose only; and
- (d) where the rules set out in clauses (a) to (c) are not sufficient to determine the place where a person is ordinarily resident, the place where the person is ordinarily resident must be determined by the Apprenticeship Representative, with reference to all of the facts of the case.

## **2 PURPOSE AND GOALS**

- 2.1 The purpose of this Memorandum of Understanding is to articulate the intentions of the Participants to enable seamless mobility for apprentices across the Participating Provinces and a consistent approach to Recognized Pre-Employment Apprenticeship Training undertaken by Pre-apprentices, by achieving the following goals:
- (a) establishing mechanisms by which an apprentice in any Participating Province in which they are ordinarily resident may acquire Work Experience in another Participating Province for purposes of being awarded a certificate of apprenticeship in Nova Scotia or Prince Edward Island, if they are ordinarily resident in Nova Scotia or Prince Edward Island, or a diploma of apprenticeship in New Brunswick or Newfoundland and Labrador, if they are ordinarily resident in New Brunswick or Newfoundland and Labrador;
  - (b) meeting the immediate and future skills' demands of each of the Participating Provinces by providing flexible options for apprentices and employers to accommodate fluctuations in labour supply and demand;
  - (c) removing barriers to apprentices' mobility by recognizing the hours worked by apprentices and the log book sign-offs entered by Supervising Journeypersons in the Training Jurisdictions in which apprentices are employed;
  - (d) accelerating the certification of apprentices in their trades through deployment to eligible employers throughout the Participating Provinces;
  - (e) contributing to the development of a national apprentice mobility protocol;
  - (f) supporting and promoting employer engagement and the apprenticeship programs of the Participating Provinces;
  - (g) enabling Pre-apprentices to receive credit toward an apprenticeship program for training acquired, regardless of the Participating Province in which the training was acquired.

## **3 COOPERATIVE RESPONSIBILITIES OF EACH OF THE PARTICIPANTS**

- 3.1 The Participants will endeavour to:
- (a) implement transparent, accessible and coherent processes in all Participating Provinces to enable Pre-apprentices to receive credit for all Recognized Pre-Employment Apprenticeship Training undertaken as a Pre-apprentice, toward an apprenticeship program in any Participating Province upon registration as an apprentice in that Participating Province, including processes to enable Pre-apprentices to:
    - (i) receive recognition from the Participating Province in which they register, for any assessment of their skills, experience and training undertaken in another Participating Province, without having to repeat the assessment or any part of it, and

- (ii) continue their training, without repetition or interruption, in the Participating Province in which they register;
- (b) work cooperatively to:
  - (i) develop a list of the designated trades in each Participating Province for which there will be Recognized Pre-Employment Apprenticeship Training,
  - (ii) establish the nature and extent of the Recognized Pre-Employment Apprenticeship Training associated with each designated trade that is included in the list in subclause (i), and any credit or recognition that will be associated with that Recognized Pre-Employment Apprenticeship Training for purposes of this Memorandum of Understanding; and
- (c) work cooperatively to develop a list of the designated trades in each Participating Province for which recognition and credit will be granted for Recognized Apprenticeship Training undertaken by an Extra-Provincial Apprentice.

3.2 The Participants shall work cooperatively to establish a joint electronic communications platform and joint messages for purposes of informing apprentices, prospective apprentices, employers and other interested parties about the measures addressed in this Memorandum of Understanding, including

- (a) opportunities for increased labour mobility of apprentices among the Participating Provinces;
- (b) promotion of the hiring of Extra-Provincial Apprentices and apprentices by employers in the Participating Provinces; and
- (c) any changes made to the policies or legislation of any or all of the Participating Provinces that may specifically impact Extra-Provincial Apprentices, Supervising Journeypersons and the employers of each.

#### **4 INDIVIDUAL RESPONSIBILITIES OF EACH OF THE APPRENTICESHIP REPRESENTATIVES**

4.1 An Apprenticeship Representative has the following obligations under this Memorandum of Understanding in respect of an Extra-Provincial Apprentice who is employed or has a current offer of employment in another Participating Province that is proposed as a Training Jurisdiction, where the Extra-Provincial Apprentice has made application for recognition and credit in relation to the Recognized Apprenticeship Training they wish to acquire in the proposed Training Jurisdiction:

- (a) within 14 days of receipt of the application, the Apprenticeship Representative for the Home Jurisdiction must provide confirmation to the Apprenticeship Representative in the Training Jurisdiction that the Extra-Provincial Apprentice is registered under an Extra-Provincial Apprenticeship Agreement in the Home Jurisdiction in the designated trade that is the subject of the employment or the offer of employment in the Training Jurisdiction;

- (b) within 14 days of receipt of confirmation from the Apprenticeship Representative for the Home Jurisdiction, in accordance with clause (a), the Apprenticeship Representative for the proposed Training Jurisdiction must provide confirmation to the Home Jurisdiction as to whether the prospective employer is qualified to provide the Extra-Provincial Apprentice with the supervision, training and experience in the designated trade that is required for purposes of an apprenticeship program in the Training Jurisdiction;
  - (c) the Apprenticeship Representative for the Training Jurisdiction shall ensure that the Extra-Provincial Apprentice's Work Experience in the designated trade is carried out under the same conditions and subject to the same supervision as that of an apprentice in that trade in the Training Jurisdiction, including the level of supervision by the employer that is required by legislation in the Training Jurisdiction;
  - (d) the Apprenticeship Representative for the Home Jurisdiction shall grant credit for the Recognized Apprenticeship Training undertaken by the Extra-Provincial Apprentice in the Training Jurisdiction in the same manner and to the same extent as if the Extra-Provincial Apprentice had undertaken that Recognized Apprenticeship Training in their Home Jurisdiction;
  - (e) the Apprenticeship Representative for the Home Jurisdiction shall take all necessary steps, in accordance with the applicable law, to vary, for purposes of the Extra-Provincial Apprenticeship Agreement:
    - (i) the minimum ratio of apprentices to journeypersons established by the regulations applicable to the particular designated trade in the Home Jurisdiction where the minimum ratio for that trade in the Training Jurisdiction is higher than the comparable ratio in the Home Jurisdiction, and
    - (ii) the wage rate applicable to the particular designated trade in the Home Jurisdiction where the wage rate for that trade in the Training Jurisdiction is lower than the comparable wage rate in the Home Jurisdiction.
- 4.2 Each Apprenticeship Representative shall establish an identifiable point of contact within the Apprenticeship Authority in the province with which the Apprenticeship Representative is associated for purposes of providing employment information and assistance to Extra-Provincial Apprentices who are employed, or have an offer of employment in that province.
- 4.3 Each Apprenticeship Representative shall post information on the website of the Apprenticeship Authority with which the Apprenticeship Representative is associated concerning the existence of and means by which the identifiable point of contact referred to in Article 4.2 may be accessed.
- 4.4 The Participants shall work cooperatively to identify and modify existing policies and procedures, where necessary, to facilitate the goals identified in this Memorandum of Understanding.

## 5 NOTICE

5.1 Any notice required or permitted to be given pursuant to this Memorandum of Understanding 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 Participant:

(a) In the case of New Brunswick:

Director of Apprenticeship and Occupational Certification  
Chestnut Complex, Suite 110  
P. O. Box 6000  
Fredericton, NB - E3B 5H1 – fax: (506) 453-3618  
fax: 506 453 5317  
email: [Michael.Barnett@gnb.ca](mailto:Michael.Barnett@gnb.ca)

(b) In the case of Nova Scotia:

Office of the Chief Executive Officer  
Nova Scotia Apprenticeship Agency  
2021 Brunswick Street  
PO Box 578  
Halifax, NS  
B3J 2S9  
fax: 902 424 0717  
email: [Marjorie.Davison@novascotia.ca](mailto:Marjorie.Davison@novascotia.ca)

(c) In the case of Prince Edward Island:

Director of Training  
Post-Secondary and Continuing Education  
Department of Workforce and Advanced Learning  
Atlantic Technology Centre, Suite 212  
P.O. Box 2000, 90 University Ave.  
Charlottetown, PEI C1A 7N8  
Fax: 902 368 6144  
e-mail: [glsweet@gov.pe.ca](mailto:glsweet@gov.pe.ca)

(d) In the case of Newfoundland and Labrador:

Director of Apprenticeship and Trades Certification Division  
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  
email: [SandraEBishop@gov.nl.ca](mailto:SandraEBishop@gov.nl.ca)

or at such other address as the Participant to whom such notice is to be given shall have last notified the Participant giving the notice in the manner provided in this Article.



## **6 COSTS**

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

## **7 DISCLOSURE OF INFORMATION AND CONFIDENTIALITY**

7.1 The Participants acknowledge that, notwithstanding any provisions of this Memorandum of Understanding, the information to be shared or exchanged between the Participants under the Memorandum shall not include information the disclosure of which is

- (a) prohibited by any Act of the Legislature of any Participating Province;
- (b) restricted by any Act of the Legislature of any Participating Province, unless the information is shared, exchanged or disclosed in accordance with the provisions of the Act that restricts its disclosure.

7.2 Subject to Article 7.3, each Participant agrees to treat as confidential all information it receives from another Participant pursuant to this Memorandum of Understanding, with the exception of information that is contained in material that is a matter of public record.

7.3 No Participant shall disclose to any third party confidential information obtained from another Participant pursuant to this Memorandum of Understanding, without the written consent of all of the other Participants, except where the disclosure is required by law.

7.4 Where a Participant is required by law to disclose confidential information in accordance with Article 7.3, the Participant shall notify all other Participants of the pending disclosure as soon as practicable or, where notice prior to the disclosure is not practicable, then as soon as practicable after the disclosure.

## **8 ISSUES RESOLUTION**

8.1 If there is any disagreement between or among the Participants regarding anything contained in or arising from this Memorandum of Understanding, the Participants agree to make every reasonable effort in good faith to settle such disagreement through direct negotiations between the Apprenticeship Representatives and/or their respective advisors, within fifteen (15) days following a written request by one of the Participants in that regard.

8.2 If the Participants are unable to resolve the disagreement in accordance with Article 8.1, then within forty-five (45) days of being advised of the failure to resolve the disagreement, the Deputy Ministers or their designates shall make every reasonable effort in good faith to settle such disagreement through direct negotiations between them and/or their respective advisors.

8.3 If the Participants are unable to resolve the disagreement in accordance with Article 8.2, then within sixty (60) days of being advised of the failure to resolve the disagreement, the Ministers or their designates shall make every reasonable effort in good faith to settle such disagreement through direct negotiations between them and/or their respective advisors.

8.4 For greater certainty, all matters concerning this Memorandum of Understanding 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.

## **9 PROVINCIAL LEGISLATION AND POLICIES**

9.1 The Participants will make all reasonable efforts to ensure that legislation and policies pertaining to apprenticeship and trades certification do not contradict, conflict with or preclude the operation of this Memorandum of Understanding, to the extent practicable.

9.2 Each Participant shall make available to the other Participants copies of all applicable statutes, regulations, administrative orders, policies, external procedures and written guidelines, upon request, and shall notify the other Participants of any changes to any such laws, policies, external procedures or written guidelines which may pertain to the content of this Memorandum of Understanding.

## **10 TERMINATION**

10.1 This Memorandum of Understanding may be terminated at any time by mutual consent of the Participants. To be effective, such consent must be in writing and signed by all Participants.

10.2 In the event of termination of this Memorandum of Understanding, the Participants agree to work together to carry out an orderly termination of any activities performed by any Participant that are associated with the purpose of this Memorandum of Understanding.

10.3 Article 3.1 survives the termination of this Memorandum of Understanding for any application for credit for Apprenticeship Training that is outstanding as of the date of termination under Article 10.1.

10.4 Articles 7.2, 7.3 and 7.4 survive the termination of this Memorandum of Understanding.

## **11 WITHDRAWAL**

11.1 A Participant may withdraw from this Memorandum of Understanding by giving ninety (90) days' notice in writing to each other Participant.

11.2 In the event that a Participant withdraws from this Memorandum of Understanding in accordance with Article 11.1, Article 3.1 survives the withdrawal for any application for credit for Apprenticeship Training that is outstanding as of the date of the withdrawal.

11.3 The withdrawal of a Participant from this Protocol does not affect the continuation of the Protocol with respect to the remaining Participants.

11.4 Articles 7.2, 7.3 and 7.4 survive the withdrawal of a Participant from this Memorandum of Understanding.

## **12 EVALUATION AND REVIEW OF THIS MEMORANDUM OF UNDERSTANDING**

12.1 This Memorandum of Understanding, and any policies and procedures established as a result of this Memorandum of Understanding, shall be reviewed by the Participants 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 Participants.

### **13 AMENDMENT OF MEMORANDUM OF UNDERSTANDING**

- 13.1 The Participants may amend this Memorandum of Understanding, in writing, at any time, by mutual agreement.

### **14 INTENTION**

- 14.1 This Memorandum of Understanding is not intended to be a legally binding instrument or to give rise to any legal rights not otherwise held by the Participants.
- 14.2 Nothing in this Memorandum of Understanding shall be interpreted as requiring any person or entity to take action that would be contrary to applicable law.

### **15 EFFECTIVE DATE OF MEMORANDUM OF UNDERSTANDING**

- 15.1 This Memorandum of Understanding comes into effect on the Effective Date first noted above.

### **16 EXECUTION**

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

IN WITNESS WHEREOF the Participants have caused this Memorandum of Understanding to be signed as of this      day of      2015.

Signed on behalf of the Government of New Brunswick by:



Honourable Brian Gallant  
Premier of New Brunswick

Signed on behalf of the Government of Nova Scotia by:



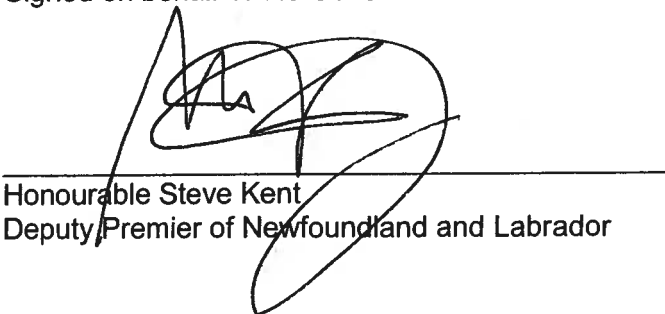
Honourable Stephen McNeil  
Premier of Nova Scotia and Minister of Intergovernmental Affairs

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 Newfoundland and Labrador by:



Honourable Steve Kent  
Deputy Premier of Newfoundland and Labrador