



Memorandum of Understanding

Regarding ATLANTIC APPRENTICESHIP HARMONIZATION

BETWEEN

THE GOVERNMENT OF NEW BRUNSWICK, represented herein by the Premier of the Province

AND

THE GOVERNMENT OF NEWFOUNDLAND AND LABRADOR, represented herein by the Premier of the Province

AND

THE GOVERNMENT OF NOVA SCOTIA, represented herein by the Premier of the Province

AND

THE GOVERNMENT OF PRINCE EDWARD ISLAND, represented herein by the Premier of the Province

Referred to, collectively, as the "Parties" and, individually, as the "Party"

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WHEREAS the Premiers of the four Atlantic provinces formed the Council of Atlantic Premiers on May 15, 2000;

WHEREAS the Council of Atlantic Premiers exists in part to:

enhance existing mechanisms for cooperation;

provide a climate in which Atlantic Canadians can fully participate and be competitive in the global economy;

coordinate joint activity in areas of mutual agreement, including to maximize economic opportunities for Atlantic Canadians; and

enhance Atlantic Canada's contribution to the Canadian economy and society.

WHEREAS at the Council of Atlantic Premiers' meeting held at Brudenell, Prince Edward Island, on June 6, 2012, the Parties established the Atlantic Workforce Partnership to enhance apprenticeship training programs and opportunities;

WHEREAS the impacts of major investments in the Atlantic region are felt in all four provinces' labour markets and the four provinces share labour market conditions associated with demographic and skills challenges;

WHEREAS businesses operate across and within the four provinces, and businesses encounter different apprenticeship regimes and requirements in the provinces that represent a cost and burden to those businesses;

WHEREAS the Parties support the Red Seal Program and efforts of the Canadian Council of Directors of Apprenticeship regarding national apprenticeship harmonization and wish to encourage those efforts by accelerating progress at a regional level;

WHEREAS, an agreement between New Brunswick, Newfoundland and Labrador, Nova Scotia and Prince Edward Island to utilize the Atlantic Workforce Partnership to streamline, harmonize and simplify apprenticeship programming is desirable, timely and achievable.

THEREFORE, the Parties to this Memorandum of Understanding agree as follows:

1.0 PURPOSE OF THE MEMORANDUM OF UNDERSTANDING

1.1 The Parties seek and endeavor to:

- (a) better meet the labour demands of businesses through improved mobility of apprentices;

- (b) provide businesses, labour, and training institutions working in the Atlantic region with standardized approaches to apprenticeship training and trades certification systems across provinces;
- (c) increase the efficiency of the apprenticeship and trades certification system through collaborative design and development of standardized tools and processes;
- (d) reduce apprenticeship completion times and improve completion rates through enhanced access to alternate training and coordinated Atlantic training calendars.

2.0 GENERAL COMMITMENTS

2.1 The Parties are committed to the following goals:

- 2.1.1 increasing the harmonization of practices for apprenticeship training and trades certification within the four provinces, including the use of common standards in areas such as trade names, required hours for apprenticeship training and qualifications to practice in a trade, apprenticeship curriculum and course sequencing.
- 2.1.2 leveraging the quality and rigour of pan-Canadian standards' material such as the National Occupational Analysis and the Inter-Provincial Program Guides while standardizing service delivery processes such as prerequisites for registering as an apprentice, completion of apprenticeship training and qualifications through practice in the trade, testing, and the granting of certifications within the trades.
- 2.1.3 co-operating to increase employer engagement in apprenticeship programming through
 - (a) the Governance structure established in this Memorandum of Understanding;
 - (b) shared marketing; and
 - (c) common efforts to increase participation by women, immigrants, aboriginal persons, and equity group members.

3.0 TRANSPARENCY

- 3.1 In order to prevent and mitigate any negative impacts of new measures, including legislative changes, and to better inform the development of legislative and regulatory processes for each Party, the Parties agree to develop and implement a mechanism by

which each Party will notify the other Parties of any proposed change to a measure within that Party's province and, in furtherance of this agreement, the Parties, to the extent practicable, will:

- (a) notify each other Party at the earliest opportunity in advance of its introduction, of the intention to adopt or modify a measure which has the potential to impact apprenticeship programs and their delivery;
- (b) provide information to each other Party that describes any measure referred to in clause (a); and
- (c) offer each other Party an opportunity to comment on any measure referred to in clause (a), before it is introduced.

4.0 COOPERATION

4.1 The Parties will endeavour:

- (a) to take a cooperative and proactive approach to identifying and engineering improvements and efficiencies in service delivery, client service, the provision of training through both traditional and alternative approaches, and exploring opportunities to share common infrastructure;
- (b) to undertake proactive measures to improve the alignment of apprenticeship and trades certification programs and requirements among the four Atlantic Provinces;
- (c) to the extent practicable, to not implement changes that decrease harmonization within the agreed areas of collaboration, including harmonization respecting trades other than those identified by the Parties for initial focus under this Memorandum of Understanding.

5.0 GOVERNANCE

5.1 The governance structure for the Atlantic Workforce Partnership Secretariat and the other bodies established by this Article are as set out in the attached Schedule "A".

5.2 The Atlantic Workforce Partnership Secretariat shall be overseen by a Deputy Ministers' Steering Committee.

5.2.1 The Deputy Minister's Steering Committee shall be comprised of the Deputy Ministers of the department that is responsible for labour market matters for each of the Parties, and the Deputy Minister responsible for Economic Development for each of the Parties.

- 5.3** There shall be a Senior Officials Group reporting to the Deputy Ministers' Steering Committee.
- 5.3.1 The Senior Officials Group shall include at least one Associate Deputy Minister or Executive Director, and other persons as deemed necessary, appointed by each Deputy Minister.
- 5.3.2 The Senior Officials Group shall endeavour to operate by consensus, at all times and, in the event of a dispute which cannot be resolved by consensus, shall refer the matter to the Deputy Ministers' Steering Committee, for resolution.
- 5.4** The Atlantic Apprenticeship Harmonization initiative shall be overseen by the Atlantic Apprenticeship Council.
- 5.4.1 The Atlantic Apprenticeship Council shall report to the Senior Officials' Group.
- 5.4.2 The Atlantic Apprenticeship Council shall be comprised of the Director of Apprenticeship and the Chair of the Apprenticeship Board from each of the four Atlantic provinces.
- 5.4.3 The Atlantic Apprenticeship Council shall be responsible for
- (a) administration and management of the activities undertaken pursuant to this Memorandum of Understanding;
 - (b) communication of activities undertaken pursuant to this Memorandum of Understanding; and
 - (c) coordinating the activities undertaken pursuant to this Memorandum of Understanding with other programs operated by each of the four Atlantic provinces.
- 5.4.4 The Atlantic Apprenticeship Council shall endeavour to operate by consensus, at all times and, in the event of a dispute which cannot be resolved by consensus, shall refer the matter to the Senior Officials' Group, for resolution or further referral to the Deputy Ministers' Steering Committee.
- 5.4.5 The Atlantic Apprenticeship Council shall establish all procedures in respect of:
- (a) its own meetings, including rules for the conduct of meetings;
 - (b) the appointment of alternates for members of the Council;

- (c) methods for facilitating or chairing meetings of the Council;
 - (d) establishing sub-committees; and
 - (e) the making of decisions where members of the Council or a sub-committee are not physically present.
- 5.4.6 The Atlantic Workforce Partnership Secretariat shall provide support and coordination services to the Atlantic Apprenticeship Council.
- 5.4.7 The Atlantic Apprenticeship Council is authorized to develop a budget to conduct its activities, and any budget developed by the Council is subject to approval by the Senior Officials' Group and the Deputy Ministers' Steering Committee.
- 5.4.8 Funding for the activities of the Atlantic Apprenticeship Council, as set out in the approved budget for the Council, shall be provided by the respective departments that are responsible for labour market matters for each of the Parties, or as otherwise arranged amongst the Parties, subject to an appropriation of funds by the respective legislatures of each of the Parties.
- 5.4.9 The Atlantic Apprenticeship Council shall be responsible for:
- (a) reporting, annually, in writing, to the Deputy Ministers' Steering Committee, on the overall performance of the activities under this Memorandum of Understanding, and providing recommendations for the Council of Atlantic Premiers;
 - (b) monitoring compliance of the four Atlantic Provinces with this Memorandum of Understanding, and reporting compliance issues to the Senior Officials' Group;
 - (c) implementing directives from the Council of Atlantic Premiers;
 - (d) promoting private and public sector awareness of initiatives from Atlantic Canada related to apprenticeship harmonization; and
 - (e) other matters, consistent with the scope of this Memorandum of Understanding, which may be assigned to the Atlantic Apprenticeship Council by the Senior Officials' Group.

6.0 COSTS

- 6.1** Any and all costs and expenses of a Party associated with or resulting from activities undertaken by the Party pursuant to this Memorandum of Understanding, including costs related to a Party's participation in the Deputy Ministers' Steering Committee, Senior Officials' Group or Atlantic Apprenticeship Council, or any committee or subcommittee of such body, shall be borne by the Party, individually.

7.0 COMMUNICATIONS PROTOCOL

- 7.1** The Parties agree to jointly develop a communications package outlining a set of key messages to be used for communications and media activities in relation to Atlantic Apprenticeship Harmonization.
- 7.1.1 Any joint communications package developed by the Parties shall recognize the contribution of each Party and be consistent, effective and transparent.
- 7.1.2 Unless otherwise agreed, each Party agrees to make reasonable efforts to provide each other Party with advance notice of any new message that Party wishes to have included in the communications package.
- 7.1.3 A joint communications package must respect each Party's communications policies, including the *Official Languages Act* (New Brunswick).
- 7.2** Official public announcements will be held at appropriate milestones, as agreed to by all Parties.
- 7.2.1 The Parties shall cooperate in organizing and presenting media conferences, announcements and official ceremonies.
- 7.2.2 Despite article 7.2.1, if a Party intends to make an official public announcement outside of that provision, the Party shall use good faith efforts to give advance notice to the other Parties in relation to the event at which the announcement will be made, unless the Parties agree otherwise.

8.0 CONFIDENTIALITY

- 8.1** The Parties acknowledge that, notwithstanding any provisions of this Memorandum of Understanding, the information to be shared or exchanged between the Parties under this Memorandum shall not include information the disclosure of which is
- (a) prohibited by any Act of any Legislature of a province that is a Party to this Memorandum;

(b) restricted by any Act of any Legislature of a province that is a Party to this Memorandum, unless the information is shared, exchanged or disclosed in accordance with the provisions of the Act that restricts its disclosure.

8.2 No Party shall disclose to any third party confidential information obtained from another Party, without the written consent of the other Party, except as required by law or regulatory authority.

9.0 ISSUES RESOLUTION

9.1 The Parties shall attempt to resolve all disagreements in a conciliatory, cooperative and harmonious manner.

9.2 Any matter involving the interpretation or implementation of this Memorandum of Understanding will be addressed by consultation between the Parties, and will not be referred to a tribunal or any other third party.

10.0 PROVINCIAL LEGISLATION and POLICIES

10.1 The Parties will make all reasonable efforts to ensure that legislation and policies pertaining to apprenticeship and trades certification are consistent with this Memorandum of Understanding, to the extent practicable.

10.2 Each Party shall provide each of the other Parties with copies of all applicable statutes, regulations, policies, procedures and written guidelines, upon request, and shall notify each of the other Parties of any changes to any such laws, legislation or policies which may pertain to the content of this Memorandum of Understanding.

11.0 WITHDRAWALS

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

11.2 The withdrawal of a Party from this Memorandum does not affect the continuation of the Memorandum with respect to the remaining Parties.

12.0 GENERAL

12.1 Upon approval of the Parties, this Memorandum of Understanding may be extended to any other province or territory outside the Atlantic region provided the other province or territory is willing to accept the terms of this Memorandum of Understanding.

12.2 Any province or territory may, with the consent in writing of all Parties, accede to and participate in this Memorandum of Understanding by providing written notice to all Parties of its acceptance of the provisions of the Memorandum of Understanding.

12.3 This Memorandum of Understanding is subject to the laws of each of the Parties.

12.4 Nothing in this Memorandum shall be interpreted as requiring any Party to take any action that would be contrary to applicable law.

13.0 AMENDMENTS

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

14.0 PUBLICATION

14.1 This Memorandum of Understanding, and any Memorandum of Understanding Addendum, shall be posted on the Council of Atlantic Premiers' website.

15.0 EVALUATION AND REVIEW

15.1 The Parties will review this Memorandum of Understanding every two years from the signing of this Memorandum, and at any other time by mutual agreement of the Parties.

16. INTENTION

16.1 This Memorandum of Understanding is intended to state general principles and record the Parties' intentions.

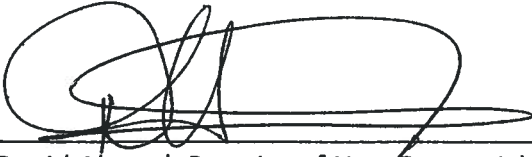
16.2 This Memorandum of Understanding is not intended to be a legally binding instrument or to give rise to any legal rights not otherwise held by the Parties.

17.0 EFFECTIVE DATE

17.1 This Memorandum of Understanding is effective as of the 26th day of May, 2014.

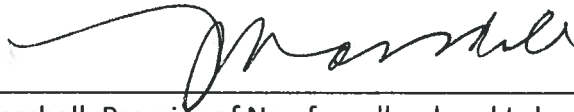
IN WITNESS WHEREOF, the Parties hereto have caused this MEMORANDUM OF UNDERSTANDING to be signed as of this 26th day of May, 2014.

Signed on behalf of the Province of New Brunswick by:



Hon. David Alward, Premier of New Brunswick

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



Hon. Tom Marshall, Premier of Newfoundland and Labrador

Signed on behalf of the Province of Nova Scotia by:



Hon. Stephen McNeil, Premier of Nova Scotia

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



Hon. Robert Ghiz, Premier of Prince Edward Island

Schedule "A"

Atlantic Apprenticeship Harmonization-Governance Structure

Atlantic Workforce Partnership (AWP) Secretariat

