



School District No. 91 (Nechako Lakes)

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LETTER of UNDERSTANDING #9

Apprenticeship Program

Between:

BOARD of EDUCATION SCHOOL DISTRICT No. 91 (Nechako Lakes)
("EMPLOYER")

AND:

CUPE Local-4177
("UNION")

1.0 Purpose

1.1 It is understood the *Apprenticeship Program* is an evolving education program. A person entering into an apprenticeship is entering a "tri-partnership" involving the APPRENTICE, the Board of Education of School District No. 91 (Nechako Lakes) (EMPLOYER) and the CUPE 4177 (UNION). Efforts will be made by all parties to ensure the apprenticeship program remains a viable educational entity.

1.2 The EMPLOYER and the UNION agree to co-operate in the establishment of an apprenticeship program with the purpose of:

- i) Providing on-the-job training for employees as apprentices in trades in which there are expected to be vacancies or new positions created by the end of the apprenticeship training period.
- ii) Providing current employees of the district an opportunity to upgrade their skills to become journeypersons.
- iii) Providing the Employer with qualified employees while at the same time protecting the rights and prerogatives of Union members.

2.0 Apprenticeship General Provisions

- 2.1 An Apprenticeship Committee comprising of up to two UNION and two EMPLOYER representatives will be established to develop the policies and procedures of the Apprenticeship Program.
- 2.2 It is recognized that some unforeseen problems may arise in respect to this first *Apprenticeship Program*. Therefore, it is agreed that such problems shall be discussed by the Apprenticeship Committee with a view to the settlement of the problems to the mutual satisfaction of both parties.
- 2.3 The apprenticeship process will be governed first by the provincial and national governing bodies and applicable agencies. The APPRENTICE shall be employed in accordance with the provisions of the Industry Training and Authority Act and the Labour Relations Code, and the parties hereto agree to observe all applicable provisions of said Acts.
- 2.4 The APPRENTICE shall be bound by all provisions of the collective agreement except where altered by this agreement.
- 2.5 This *Apprenticeship Program* shall cover all trade areas of the EMPLOYER, such as electrician, carpentry, plumber/gasfitter, painter and commercial transport vehicle mechanic.

3.0 Selection Criteria and Qualifications

- 3.1 In order to be considered, an applicant must:
 - 1st Meet the requirements as outlined in SD91's Job Description, and
 - 2nd Meet the requirements as outlined on the ITA trade's profile, and
 - 3rd Pass an entry level apprenticeship aptitude test administered by the EMPLOYER with a threshold score of 70%, and
 - 4th Meet the requirements of the educational institution where coursework will be taken (ie. Math and Physics 12), and
- 3.2 Every journeyman taking on an APPRENTICE shall be required to have a B.C. trades qualification (TQ) certificate of proficiency and a certificate of apprenticeship or its equivalent in their designated trade as required by the Act.

3.3 Before work can commence, the EMPLOYER and APPRENTICE must apply and register as the sponsor employer and apprentice respectively with the Industry Training Authority (ITA).

4.0 **Post and Fill and Seniority**

4.1 Apprenticeships will be posted and filled in accordance with the job posting language contained in the current Collective Agreement between the parties.

4.2 It is agreed no apprentices would be hired to work for the EMPLOYER in a trade in which there are laid off tradespersons either still employed in other classifications with the EMPLOYER or still on layoff with recall rights as specified.

5.0 **Retention**

5.1 An APPRENTICE will not necessarily be guaranteed a position when they have obtained a certificate of proficiency, or a certificate of apprentice or journeyman certification in their designated trade.

5.2 In the event the APPRENTICE violates the Return of Service Agreement by leaving before the completion of the Agreement, the APPRENTICE will have to pay back 50% of the cost borne by the SSEAC committee or, if in the event that SSEAC no longer exists, the EMPLOYER shall be reimbursed.

6.0 **Apprenticeship Agreement**

6.1 Apprenticeship agreements shall be prepared before the end of the probationary/trial period and shall be signed by the PARTIES. Each applicant for an apprenticeship shall be given an opportunity to read this Apprenticeship Program document before signing the Apprenticeship Agreement.

6.2 Where an APPRENTICE is absent from work for more than 20 consecutive working days in any year, the EMPLOYER can extend the term of such apprentice's agreement for the duration of the sickness, injury, or leave of absence. Any wage increments normally due will be delayed accordingly, and the UNION advised in writing.

6.3 If an APPRENTICE violates any of the terms and conditions of the Apprenticeship Agreement, the EMPLOYER reserves the right to suspend or terminate the apprentice agreement. The employee would then be considered laid-off and afforded the rights as set out the Collective Agreement.

7.0 Return of Service Agreement

7.1 The PARTIES of this *Apprenticeship Program* agree a Return of Service Agreement shall be agreed to prior to the employee starting their apprenticeship.

8.0 Supervision

8.1 There can be no more than 1 apprentice for each journey person.

8.2 The EMPLOYER will ensure that the APPRENTICE be given the necessary on-the-job practical training

8.3 The APPRENTICE shall perform work under the direction of a journey person.

8.4 Journey persons will participate in providing feedback to the appropriate supervisor on the progress of the APPRENTICE.

9.0 Course Work & Costs

9.1 A leave of absence, without pay, will be approved by the EMPLOYER for all classroom time required by the APPRENTICE. The APPRENTICE will seek employment insurance benefits while attending school and the EMPLOYER will arrange for the continuation of all benefits while attending school.

9.2 Receipts and documentation for coursework, housing/travel and education related expenses must be provided to the EMPLOYER before any agreed upon reimbursements are issued.

9.3 The EMPLOYER will reimburse the APPRENTICE to the maximum allowed and funded by the SSEAC program.

9.4 While the APPRENTICE is in school, the EMPLOYER shall supplement the APPRENTICE's Employment Insurance with a \$2,000 annual allowance, as provided by the SSEAC funding.

9.5 With the exception of the incentives/reimbursement established by SSEAC funding or as outlined in existing collective agreement provisions, the APPRENTICE will be responsible to cover all remaining costs associated with their education.

9.7 In cases of failure on the part of the APPRENTICE to fulfill his/her obligations in respect to school attendance, the EMPLOYER shall have the authority to suspend or revoke the Apprenticeship Agreement, and will notify the UNION of the violation. The employee would then be considered laid-off and afforded the rights as set out the Collective Agreement.

- 9.8 Where an APPRENTICE incurs delay, through no fault of their own, in taking one of the tests due to unavailability of an examination or rescheduling of an examination, the delay shall not prejudice their right to any wage increments provided:
- (i) Such pay due and owing shall not be paid, however, until the APPRENTICE has passed the examination, but shall be retroactive to the increment date.
 - (ii) Responsibility for providing examination results rests solely with the APPRENTICE.

10.0 Apprenticeship Partnering

- 10.1 In order for the APPRENTICE to successfully achieve the practical requirement of their trade's curriculum, it may be necessary for the PARTIES to establish a partnership with other industries. The PARTIES agree this situation will be an evolving issue and every effort will be made to ensure that the partnering initiative ensure educational success for the APPRENTICE.

11.0 Term and Conditions of Apprenticeship Program

- 11.1 This *Apprenticeship Program* shall remain in effect with the assumption that funding is provided for by the SSEAC. If, in the event that funding is discontinued by SSEAC, this *Apprenticeship Program* may or may not continue to exist.
- 11.2 Either the EMPLOYER or the UNION may cancel this Apprenticeship Program with 30 days written notice.

AGREED TO THIS 7th day of October, 2008

Signed on Behalf of the Union

Sign on Behalf of the Board

Sandi Taylor
Sandi Taylor,
Union President
CUPE Local 4177

[Signature]
Sterling Olson,
Secretary - Treasurer
School District No. 91