

SUPPORT STAFF

SSEAC

Education and Adjustment Committee

Apprenticeship Plan Template

Several sections may require amendments pending SSEAC review and funding as well as district specific information. These sections include: 1.01, 2.05, 3.01, 4.02, 6.01, 6.02, and 9.01.

I. Purpose

- 1.01 It is understood that the apprenticeship program is an evolving educational program. A person entering an apprenticeship is entering a “tri-partnership” involving the apprentice, the board of School Trustees of School District No. ‘___’ and the ‘Union_____’. Efforts will be made by all parties to ensure that the apprenticeship program remains a viable educational entity.
- 1.02 The Employer and the Union agree to co-operate in the establishment of an apprenticeship program the purpose of which is to:
 - (i) Provide 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) Provide current employees of the district an opportunity to upgrade their skills to become journeypersons.
 - (iii) Provide the Employer with superior quality employees while at the same time protecting the rights and prerogatives of Union members.

II. Apprenticeship General Provisions

- 2.01 A committee comprising of up to two Union and two Employer representatives will be established should a vacancy for an apprenticeship be identified to finalize any other matters relating to the apprenticeship that are required.
- 2.02 It is recognized that some unforeseen problems may arise in respect to this first Apprenticeship Training Program. Therefore, it is agreed that such problems shall be discussed between the Union and the Employer with a view to the settlement of the problems to the mutual satisfaction of both parties.
- 2.03 The apprenticeship process will be governed first by the provincial and national governing bodies responsible. All apprentices 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 provisions of said Acts.
- 2.04 Apprentices shall be bound by all provisions of the collective agreement except as altered by this agreement.
- 2.05 Apprenticeship programs covered by this agreement are in the areas of ‘___’. Other trades areas will be included if deemed necessary.
- 2.06 The terms of the apprenticeship plan apply only to the apprentices under the terms of the SSEAC approval for funding.

III. Selection Criteria and Qualifications

- 3.01 In order to be considered, an applicant must:

- (i) Pass an entry level apprenticeship aptitude test administered by the employer based on the aptitude test template provided,
- (ii) Meet the requirements of the institution where coursework will be taken (ie. Math and Physics 12), and
- (iii) Demonstrate a legitimate interest in the trade being applied for.

3.02 Every journeyperson 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. 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).

IV. Post and Fill and Seniority

4.01 Apprenticeships will be posted and filled in accordance with the job posting language contained in the current Collective Agreement between the parties. First consideration will be given to internal applications prior to any external considerations subject to the employee meeting the qualifications set out in III (3.01).

4.02 It is agreed that no apprentices would be hired to work for School District No. '___' in a trade in which there are laid off tradespersons either still employed in other classifications with the district or still on layoff with recall rights as specified.

V. Retention

5.01 Apprentices will serve a four (4) year term and upon successful completion of such term shall be given seniority equal to their apprenticeship training time with the Employer. Present employees having established seniority with the Employer prior to becoming an apprentice shall continue to accrue seniority for the duration of the Program save and except for lay-off and bumping rights which shall be suspended. All employees selected for apprenticeship training shall be protected in the case of lay-offs except when a reduction in the work force in their trade to which they are indentured occurs.

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

5.03 Apprentices employed by the Employer, shall be notified at least one (1) calendar month prior to the completion of their apprenticeship of any positions vacant in the trade to which they have apprenticed.

5.04 Every apprentice (i.e., new employees only), who has obtained a certificate of proficiency or a certificate of apprenticeship in his/her designated trade under the Act, for whom no journeyperson's position is immediately open with the Employer shall be retained on staff with the Employer for a maximum of six (6) months at the final step of the appropriate apprentice pay scale as provided in his/her contract of apprenticeship; and after expiration of the said six (6) month period, the Employer shall have no obligation to continue his/her employment.

5.05 In the event a position is not available for a graduate apprentice as a journeyperson in their trade, they shall exercise their seniority as per the collective agreement

5.06 In the event that the apprentice leaves before the completion of the apprenticeship or subsequent 6 months in the district, they will have to pay back 50% of the cost borne by the SSEAC committee.

VI. Apprenticeship Probation

6.01 An employee who applies to the Employer to enter into an apprenticeship contract with the Employer and is accepted as a prospective apprentice shall serve a '___' month probationary period provided the Director of the Industry Training Authority has approved the probationary contract of apprenticeship.

6.02 Upon the completion of the probationary period by the apprentice to the satisfaction of the Employer, **The Employer** and the apprentice shall execute an apprenticeship contract and the '___' months probationary period shall be considered part of the first year of apprenticeship.

6.03 Any employee who fails to complete the probationary period for any reason or fails to execute an apprenticeship contract shall retain their overall district seniority and shall be transferred back to their former position (or otherwise exercise their seniority) pursuant to the collective agreement.

VII. Apprenticeship Contracts

7.01 Apprenticeship contracts shall be prepared before the end of the probationary period and shall be signed by the apprentice (and, if a minor, their parent or guardian). Each applicant for an apprenticeship (and if they are a minor, their parent or guardian) shall be given an opportunity to read a statement of apprenticeship standards before signing the apprenticeship contract.

7.02 Every apprenticeship contract entered into under these standards of apprenticeship shall contain a clause making these standards a part of the agreement with the same effect as if expressly written therein. Copies of each apprenticeship contract, completely filled out, shall be given to the apprentice and the Union.

7.03 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 contract 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. (Formal course attendance is governed by clause 9.04 and 9.05).

VIII. Supervision

8.01 The ratio between apprentices and journeypersons can be up to but should not exceed 1:1 except as mutually agreed to by the parties.

8.02 The Employer will ensure that apprentices be given the necessary on-the-job practical training; Apprentices shall perform work under the direction of a journeyperson.

8.03 Journeyperson employees will participate in providing feedback to the appropriate supervisor on the progress of the apprentices

8.04 If the district does not have a journeyperson for the trade in which they are seeking an apprentice arrangements can be made to partner with an alternate employer or journeyperson.

IX. Course Work

9.01 A leave of absence, without pay, will be approved by the Employer for all classroom time required by apprentices. Apprentices will seek employment insurance benefits while attending school and the employer will arrange for the continuation of all benefits while attending school.

9.02 Receipts and documentation for coursework and education related expenses must be provided to the district before any agreed upon reimbursement takes place.

9.03 While the apprentice is in school, the employer shall supplement the apprentices Employment Insurance with a \$2,000 allowance.

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

9.05 Apprentices shall be required to attend any and all classes pertaining to their trade.

9.06 In cases of failure on the part of any apprentice to fulfill his/her obligations in respect to school attendance, the employer shall have the authority to suspend or revoke the apprenticeship and agreement, and will notify the Union of the violation. The employer's recommendation to suspend or revoke the apprenticeship and agreement will not be subject to the grievance procedure.

9.07 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 for in this agreement.

- (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 employee.

9.08 An apprentice failing the qualifications exam shall be permitted to repeat the examination only once at the next available examination period if his/her superintendent considers his/her in-shop performance adequate. Should the second examination be failed, the apprentice's contract shall be terminated and he/she shall revert to his/her previous regular position, if applicable, or exercise seniority rights as per the collective agreement, or be laid off.

X. Hours of Work

10.01 The apprentice's hours of work shall be the same as the regular hours of work of the journeyman with whom he/she is working.

10.02 If required, apprentices shall be paid overtime rates in accordance with the overtime provisions contained in the current collective agreement, based on the apprentice's regular rate of pay.

XI. Pay

11.01 Notwithstanding any other provision in this Agreement, apprentices will be paid on the following basis with percentages shown being of the relevant trades rates:

0-18	months	60%
19-30	months	70%
31-48	months	80%