

**Contract Language (for Projects with a provincial investment of \$15 million or more):**

**X. APPRENTICE ENGAGEMENT & REPORTING ON PROJECT**

**Definitions**<sup>1</sup>

X.1 In Articles X. 2 and X.3, unless the context otherwise requires:

- (a) **“Apprenticeship Authority”** means a government-recognized organization that is responsible for managing and overseeing a jurisdiction’s industry training and apprenticeship system, which generally includes the registration of apprentices and employers/sponsors (in B.C., the Apprenticeship Authority is a Crown corporation called the Industry Training Authority);
- (b) **“Contracts for Specified Trades”** means any and all contracts to perform work on the Project (which may include this Agreement and any Subcontract)<sup>2</sup>, where the Primary Scope of Work of such Agreement or Subcontract is in one of the Specified Trades;
- (c) **“FOIPPA”** means the *Freedom of Information and Protection of Privacy Act*, R.S.B.C. 1996, c. 165;
- (d) **“Form A”** means the form entitled *“Form A: Confirmation of Intent to Use Registered Apprentices”* found at Attachment 2<sup>3</sup>;
- (e) **“Form B”** means the form entitled *“Form B: Apprentice Utilization Report”* found at Attachment 3;
- (f) **“JTST”** means Her Majesty the Queen in right of the Province of British Columbia, as represented by the Minister of Jobs, Tourism and Skills Training, or any future minister with responsibility for apprenticeship in B.C.;
- (g) **“Personal Information”** means information meeting the definition of “personal information” in the FOIPPA (i.e. recorded information about an identifiable individual other than contact information), as determined by JTST;
- (h) **“Policy”** means the Province of B.C.’s *Apprentices on Public Projects in British Columbia* policy;
- (i) **“Primary Scope of Work”** means the main purpose of the contract;

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<sup>1</sup> These terms could also be defined in the contract’s main definitions section.

<sup>2</sup> I am assuming that Subcontract will already be a defined term in the Agreement. If not the case, then a definition for Subcontract will need to be added.

<sup>3</sup> Depending on the format of the Agreement, these Attachments may need to be renamed.

- (j) **“Project”** means the [Insert Title of overall construction infrastructure to which this Agreement pertains, most likely as described in the title of the procurement documents];
- (k) **“Registered Apprentice”** means an apprentice who is registered with an Apprenticeship Authority in his/her home jurisdiction (in B.C., a Registered Apprentice is registered with the Industry Training Authority (ITA) and has a valid Trades Worker Identification (TWID) number);
- (l) **“Specified Trade”** means one of the 57 trades listed in Attachment 1<sup>4</sup>; and
- (m) **“Trainee”** means an individual working in a trades-related or technical (i.e. non-administrative) occupation and receiving on-the-job training who is not registered with an Apprenticeship Authority as an apprentice.

### **Apprenticeship Engagement**

- X.2 The Contractor<sup>5</sup> must use, and/or ensure that its applicable Subcontractors use, Registered Apprentice(s) in respect of any and all Contracts for Specified Trades valued at \$500,000 or more.
- X.3 The Contractor must ensure that any such Registered Apprentices are used directly on the Project and over the course of the applicable Contracts for Specified Trades.

### **Reporting on Use of Registered Apprentices**

#### **Form A**

- X.4 The Contractor must:
  - (a) submit a completed Form A to JTST as soon as practicable after this Agreement has been fully executed by both parties and no later than 5 days before work on the Project is scheduled to start; and
  - (b) submit a completed supplementary Form A to JTST before any additional applicable Subcontractors not referenced in the initial Form A start work on the Project.
- X.5 Unless the Province, through the [Contracting Authority]<sup>6</sup> otherwise consents in writing, neither the Contractor nor any of its Subcontractors may begin work on any contract related to the Project until JTST has confirmed its receipt of the initial Form A.

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<sup>4</sup> Depending on the format of the Agreement, these Attachments may need to be renamed.

<sup>5</sup> If the Prime Contractor (as defined in the Policy) is not referred to as “the Contractor” in this Agreement, this should be replaced throughout with the appropriate term.

<sup>6</sup> The appropriate contracting entity will need to be inserted here (e.g. the Province).

- X.6 [Choose one of the following as appropriate: “The [Contracting Authority] or JTST” OR “The Province, including JTST,”]<sup>7</sup> may request further information from the Contractor and/or the Subcontractors listed on Form A to verify the data provided on Form A and to ensure compliance with the Policy.
- X.7 The Contractor must comply (and ensure that its Subcontractors comply) with any requests described in section X.6, including by providing to JTST, if requested, information confirming that Registered Apprentice(s) will be used on the Project.
- X.8 The [Contracting Authority]<sup>8</sup> may, in its sole discretion, delay the start of any work under or related to this Agreement (or require that the Contractor order a similar delay by its Subcontractors) until the [Contracting Authority] has confirmed (including through the verification process described in section X.6) that the Contractor is/will be compliant with section X.2 and that Registered Apprentices will be used on the Project.

### **Form B**

- X.9 The Contractor must submit a completed Form B to JTST to report on the utilization of Registered Apprentices by it and all applicable Subcontractors under any and all Contracts for Specified Trades (regardless of their value) as follows:
- (a) within five (5) business days after the end of each quarter (March 31, June 30, September 30, December 31); and
  - (b) within 30 days of the completion of all services<sup>9</sup> under this Agreement.
- X.10 The Contractor may choose to submit a completed Form B to JTST at the same times listed above to report on the utilization of Trainees in relation to the Project, regardless of whether such Trainees are used under Contracts for Specified Trades or other Project-related contracts not in a Specified Trade.
- X.11 The [Contracting Authority]<sup>10</sup> will not issue final payment to the Contractor under this Agreement until JTST has confirmed its receipt of the final Form B described in section X.9(b).
- X.12 [Choose one of the following as appropriate: “The [Contracting Authority] or JTST” OR “The Province, including JTST,”]<sup>11</sup> may request further information from the Contractor and/or the Subcontractors listed on Form B to verify the data provided on Form B and to demonstrate compliance with the Policy.

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<sup>7</sup> If the Contracting Authority and the Province are separate legal entities (e.g. if the Contracting Authority is a board of education), then choose “either JTST or the [Contracting Authority]”. If the Contracting Authority is the Province, then choose “the Province, including JTST”.

<sup>8</sup> The appropriate contracting entity will need to be inserted here (e.g. the Province).

<sup>9</sup> May need to use a defined term here.

<sup>10</sup> The appropriate contracting entity will need to be inserted here (e.g. the Province).

<sup>11</sup> If the Contracting Authority and the Province are separate legal entities (e.g. if the Contracting Authority is a board of education), then choose “either JTST or the [Contracting Authority]”. If the Contracting Authority is the Province, then choose “the Province, including JTST”.

- X.13 The Contractor must comply (and ensure that its Subcontractors comply) with any requests described in section X.12, including by providing to JTST, if requested, information confirming that Registered Apprentice(s) will be used on the Project.
- X.14 The [Contracting Authority]<sup>12</sup> may, in its sole discretion, delay issue of final payment to the Contractor until the [Contracting Authority] has confirmed (including through the verification process described in section X.12) that the Contractor has complied with sections X.2 and X.3.

### **Submission of Forms**

- X.15 Unless otherwise agreed between the Contractor and JTST, the Contractor must submit Form A and Form B to JTST by email at [publicprojects@gov.bc.ca](mailto:publicprojects@gov.bc.ca).

### **Personal Information**

- X.16 If, as a result of a request described in sections X.6 or X.12, a Contractor is required to provide Personal Information about a Registered Apprentice to JTST, the Contractor must obtain (and ensure that its applicable Subcontractors obtain) written authorization from the applicable Registered Apprentice to provide such information to JTST, using the template provided to the Contractor and/or its Subcontractors for this purpose.
- X.17 The Contractor must not provide to JTST any Personal Information in respect of which the authorization described in section X.16 has not been obtained.

### **Use of Information**

- X.18 All data and information collected by the Province through Form A and Form B will be housed at JTST and subject to the *FOIPPA*. [Despite section [X] of this Agreement,]<sup>13</sup> the Province may use any aggregate data collected from Form A and Form B for the purposes of evaluating the Policy and for public communications regarding apprenticeship training in B.C..

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<sup>12</sup> The appropriate contracting entity will need to be inserted here (e.g. the Province).

<sup>13</sup> Use this wording if there is another confidentiality provision that would limit the Contracting Authority's use of information provided by the Contractor under the Agreement.