



# **CANADA – BRITISH COLUMBIA**

# **LABOUR MARKET AGREEMENT**

**CANADA – BRITISH COLUMBIA  
LABOUR MARKET AGREEMENT**

This Agreement made this 20 day of FEBRUARY, 2008.

Between:

**THE GOVERNMENT OF CANADA** (hereinafter referred to as “Canada”), as represented by the Minister of Human Resources and Skills Development, styled Minister of Human Resources and Social Development

And:

**THE GOVERNMENT OF BRITISH COLUMBIA** (hereinafter referred to as “British Columbia”) as represented by the Minister of Economic Development and Minister responsible for the Asia-Pacific Initiative and the Olympics

**WHEREAS** Canada and British Columbia share a common vision of a skilled, productive, mobile, inclusive and adaptable labour force supported by a system of flexible, efficient and effective labour market programs and services delivered by British Columbia;

**WHEREAS** Canada and British Columbia are committed to working together to address the labour market needs and requirements of British Columbia;

**WHEREAS** Canada and British Columbia agree that primary responsibility for the design and delivery of labour market programs for individuals to support the creation of a skilled, productive, mobile, inclusive and adaptable labour force in British Columbia rests with British Columbia;

**WHEREAS** Canada has agreed to make new investments in support of labour market programming in British Columbia by providing funding to British Columbia towards the costs of programs that address areas of current and emerging labour market priorities, including the need to improve the labour force participation of under-represented groups;

**WHEREAS** Canada is authorized to enter into this Agreement pursuant to sections 7 and 10 of Canada's *Department of Human Resources and Skills Development Act*.

**ACCORDINGLY**, Canada and British Columbia agree as follows:

**INTERPRETATION**

1. In this Agreement, unless the context requires otherwise,

“Annual plan” means the annual plan for a fiscal year developed by British Columbia under subsection 23(2);

“Designated officials” means, for Canada, the Assistant Deputy Minister, Skills and Employment Branch, Department of Human Resources and Social Development

(HRSDC) or such other official of Canada as may be designated by the Minister of Human Resources and Social Development by notice in writing to British Columbia, and for British Columbia Assistant Deputy Minister, Economic Competitiveness Division, Ministry of Economic Development or such other official of British Columbia as may be designated in writing by the Minister of Economic Development by notice in writing to Canada;

“Eligible costs” means the program assistance costs and program administration costs incurred by British Columbia in providing assistance to eligible beneficiaries under its eligible programs during the Period of the Agreement;

“Eligible beneficiaries” means unemployed and low skilled workers described in section 10(1);

“Eligible programs” means labour market programs and services provided by British Columbia described in section 9;

“Fiscal year” means the period commencing April 1 of a calendar year and ending March 31 of the following calendar year;

“Joint Committee” means the Joint Committee established under section 29;

“Minister of Human Resources and Social Development” is the style used to refer to Canada’s Minister of Human Resources and Skills Development and every reference in this Agreement to the Minister of Human Resources and Social Development shall be deemed to be a reference to the Minister of Human Resources and Skills Development;

“Period of the Agreement” means the period specified in section 31;

“Program administration costs” means the internal operating costs incurred by British Columbia in administering the eligible programs; and

“Program assistance costs” means

- (a) the costs of financial assistance provided by British Columbia under its eligible programs directly to or on behalf of eligible beneficiaries, and
- (b) the costs of financial assistance or other payments provided by British Columbia under its eligible programs to third party service providers or delivery agents as reimbursement for costs incurred by them, or as payment for services rendered by them, in relation to the provision of assistance to eligible beneficiaries under its eligible programs,

but do not include

- (c) payments of basic income support unless the payments are linked to active participation in an eligible program, or
- (d) payments to public or private training institutions training for infrastructure costs and curriculum development costs unless the costs are directly related to the delivery of eligible programs or training of eligible beneficiaries.

## **PURPOSE**

2. The purpose of this Agreement is to set out:
  - (a) the shared vision of the parties, and the shared objectives and principles of the Agreement;
  - (b) the roles and responsibilities of the parties in the labour market;
  - (c) the service delivery arrangements of British Columbia;
  - (d) the labour market programs of British Columbia that are eligible for funding under this Agreement, the eligible beneficiaries of those programs, and the eligible costs of those programs for which the new investments provided by Canada to British Columbia under this Agreement may be used;
  - (e) the amount of funding to be provided by Canada to British Columbia each fiscal year during the Period of the Agreement; and
  - (f) the accountability framework for the funding.

## **VISION, OBJECTIVES AND PRINCIPLES**

3. Canada and British Columbia share a common vision to create, in Canada, the best-educated, most-skilled and most flexible workforce in the world.
4. Canada and British Columbia agree that the broad objectives of the Agreement are:
  - (a) Quantity - To increase the participation of Canadians and immigrants in the workforce to meet current and future labour requirements;
  - (b) Quality - To enhance the quality of skills development and training; and
  - (c) Efficiency - To facilitate workforce mobility and provide the information necessary to make informed labour market choices.
5. Canada and British Columbia agree that the implementation of this Agreement will be guided by the following principles:
  - (a) Accessibility – access to comparable programs for Employment Insurance (EI)-eligible and non-EI eligible individuals to enhance the labour market participation of all Canadians, particularly low-skilled workers and under-represented groups;
  - (b) Effectiveness – effective programs that draw on best practices from within Canada and abroad, respond to the needs of employers, and reflect local labour market conditions;
  - (c) Quality, Client-Centred Delivery – a coherent “no wrong door” approach to providing client-centered programs;

- (d) Fairness – fair treatment of all Canadians through principle-based arrangements with provinces and territories, respecting primary provincial responsibility for design and delivery of labour market programming to individuals; and
- (e) Efficiency – improving the efficiency of the national labour market and strengthening the economic union by facilitating adjustment and removing barriers to mobility.

## **ROLES AND RESPONSIBILITIES**

- 6. Canada and British Columbia agree that British Columbia has the primary responsibility for the design and delivery of labour market programs for individuals in British Columbia.
- 7. Canada and British Columbia agree that Canada will continue to promote an efficient and integrated national labour market in support of the national economy.
- 8. Canada and British Columbia reaffirm their commitment to achieve full compliance with their labour mobility obligations under Chapter 7 of the Agreement on Internal Trade by April 1, 2009 in order to enable workers of one part of Canada to have access to employment opportunities in any other part of Canada.

## **ELIGIBLE PROGRAMS**

- 9. British Columbia agrees to provide labour market programs to enhance the labour market participation of individuals by assisting them to prepare for entry to, or return to, employment or to otherwise obtain or keep employment or maintain skills for employment. These programs may include, but are not limited to, programs that support the following activities:
  - (a) skills training, ranging from training in basic skills, such as literacy and numeracy, to advanced skills training;
  - (b) on-the-job training and workplace-based skills upgrading;
  - (c) group interventions and job readiness assistance;
  - (d) financial supports and benefits such as loans, grants and living allowances;
  - (e) employment counselling and services; and
  - (f) labour market connections such as services to facilitate matching supply and demand and services that promote and enhance labour market efficiency.

## ELIGIBLE BENEFICIARIES

10. (1) British Columbia agrees to use the funding provided under this Agreement to provide assistance under its eligible programs to benefit any or all of:
- (a) unemployed individuals who are determined to be non-EI clients, including but not limited to:
    - (i) social assistance recipients;
    - (ii) immigrants;
    - (iii) persons with disabilities;
    - (iv) older workers;
    - (v) youth;
    - (vi) Aboriginal peoples;
    - (vii) new entrants and re-entrants to the labour market; and
    - (viii) unemployed individuals previously self-employed; and
  - (b) employed individuals who are low skilled, in particular, employed individuals who do not have a high school diploma or a recognized certification or who have low levels of literacy and essential skills.

(2) In this Agreement, "EI client" means an unemployed individual

- (a) who is eligible for assistance under labour market programs provided by the Canada Employment Insurance Commission under Part II of the *Employment Insurance Act*, or
  - (b) who is eligible for assistance under any similar labour market programs provided by British Columbia which are funded by the Canada Employment Insurance Commission under a Labour Market Development Agreement entered into between Canada and British Columbia pursuant to Part II (section 63) of the *Employment Insurance Act*.
11. Canada and British Columbia agree that although eligible beneficiaries include Aboriginal peoples, Canada will continue to provide its own labour market programs for Aboriginal peoples. Canada and British Columbia agree, through the Joint Committee referred to in section 29, to better integrate the delivery of their respective programs for Aboriginal peoples.
12. British Columbia agrees not to place a minimum residency requirement on individuals seeking assistance under the eligible programs being funded under this Agreement.

## SERVICE DELIVERY ARRANGEMENTS

13. (1) British Columbia agrees to provide the eligible programs through an integrated and client-centered service delivery network. This network will provide a coordinated system for accessing the labour market programs of all ministries and agencies of British Columbia by individuals regardless of their particular needs or barriers and for making appropriate linkages with educational and training institutions and third party delivery agents.
- (2) British Columbia agrees to ensure that its service delivery network provides needs assessment, case management, tracking and reporting of progress through interventions and follow-up upon completion of interventions for eligible beneficiaries.
14. (1) In developing and delivering its eligible programs, British Columbia agrees to take into account the needs of the official language minority communities in British Columbia.
- (2) British Columbia also agrees to ensure that where there is a significant demand for services or for assistance under the eligible programs in either official language, individuals can obtain such services or assistance in that official language. In determining the areas of British Columbia where there would be considered to be a "significant demand," British Columbia agrees to use as a guideline the criteria for determining what constitutes "significant demand" for communications with, and services from, an office of a federal institution as set out in the *Official Languages Regulations* made pursuant to Canada's *Official Languages Act*.

## FINANCIAL PROVISIONS

15. (1) Subject to the terms and conditions of this Agreement, in each fiscal year during the period beginning April 1, 2008 and ending March 31, 2014, Canada agrees to make a contribution to British Columbia in respect of the eligible costs incurred in that fiscal year of an amount not exceeding the amount, rounded to the nearest thousand, determined by the formula

$$F \times (K/L)$$

where

F is \$500 million

K is the total population of British Columbia for the fiscal year; and

L is the total population of all provinces and territories for the fiscal year.

(2) For the purposes of this section, the population of British Columbia for each fiscal year and the total population of all provinces and territories for that fiscal year are the respective populations as determined on the basis of the quarterly preliminary estimates of the respective populations on July 1 of that fiscal year released in September of that fiscal year by Statistics Canada.

(3) Based on the Statistics Canada quarterly preliminary estimates of the respective populations on July 1, 2007, the notional amount of Canada's maximum contribution to British Columbia in fiscal year 2008/09, is \$66,416,000. Canada will notify British

Columbia of the actual amount of the maximum contribution payable to British Columbia in fiscal year 2008/09, as determined under the formula set out in subsection (1), as soon as possible following the release in September 2008 of the population estimates referred to in subsection (2).

(4) For fiscal year 2009/10 and each subsequent fiscal year during the period referred to in subsection (1), Canada will notify British Columbia at the beginning of the fiscal year of the notional amount of its maximum contribution payable under subsection (1) in that fiscal year. The notional amount will be based on the Statistics Canada quarterly preliminary population estimates on July 1 of the preceding calendar year. Canada will notify British Columbia, of the actual amount of its maximum contribution in each of those fiscal years, as soon as possible following the release in September of each year of the Statistics Canada quarterly preliminary population estimates referred to in subsection (2).

(5) Notwithstanding subsection (1), Canada may, subject to the approval of Canada's Treasury Board:

(a) permit British Columbia to retain and carry forward to the next fiscal year, ending in 2013/14, the amount of any contribution paid to British Columbia for a fiscal year under subsection (1) that is in excess of the amount of the eligible costs actually incurred by British Columbia in that fiscal year, and use the amount carried forward for expenditures on eligible costs in subsequent years throughout the Period of the Agreement, and

(b) re-profile the amount of any unpaid, federally committed portion of Canada's maximum contribution payable to British Columbia in a fiscal year, as determined under subsection (1), to the next fiscal year and add that reprofiled amount to the maximum amount payable under subsection (1) to British Columbia in subsequent fiscal years over the Period of the Agreement ending in 2013/14.

For greater certainty, any amount carried forward or reprofiled from one fiscal year to the next under this subsection is supplementary to the maximum amount payable to British Columbia under subsection (1) of this Agreement in that next fiscal year.

(6) All amounts carried forward or reprofiled and paid to British Columbia, or both, pursuant to subsection (5) must be spent by March 31, 2014. Any unspent amounts after March 31, 2014 are considered debts due to Canada and shall be repaid promptly upon receipt of written notice to repay.

16. (1) Canada's contributions shall be used solely for defraying the eligible costs.

(2) British Columbia shall be responsible for expenditures on eligible costs incurred each fiscal year that are in excess of the amount of Canada's contribution in that year under this Agreement.

17. Any payment by Canada under this Agreement is subject to there being an appropriation of funds by the Parliament of Canada for the fiscal year in which the payment is to be made.

18. (1) Canada will make payments of its annual contribution in respect of the eligible costs in two instalments each fiscal year. The first instalment will be paid on or about June 15 of each fiscal year and the second instalment will be paid on or about November 15 of each fiscal year.
- (2) The amount of the first instalment will be an amount equal to 50% of the amount of British Columbia's projected expenditures on its eligible costs for the fiscal year, as set out in its annual plan for the year.
- (3) The amount of the second instalment will be an amount equal to the balance of the amount of British Columbia's projected expenditures on its eligible costs for the fiscal year, as set out in its annual plan for the year, as adjusted, if necessary, to ensure that the total amount paid for the fiscal year does not exceed the maximum amount payable in that fiscal year as determined under section 15.
19. If British Columbia fails to provide its annual audited financial statement, as required under section 24, for any fiscal year during the Period of the Agreement, Canada shall withhold payment of the second instalment of its contribution for the following fiscal year until such time as British Columbia provides the financial statement.
20. (1) Subject to subsection (2) and (3), British Columbia agrees and undertakes that the funding provided by Canada under this Agreement shall not displace normal provincial funding levels on its labour market programs but that such funding shall be used to support incremental labour market program activities for eligible beneficiaries.
- (2) Canada and British Columbia agree that the undertaking in subsection (1) is not to be construed as preventing British Columbia from applying government-wide measures to control expenditures. British Columbia agrees that in the event of an expenditure control exercise, British Columbia would not disproportionately target activities funded under this Agreement.
- (3) The undertaking by British Columbia under subsection (1) is also subject to the appropriation of sufficient funds by the British Columbia legislature each fiscal year to maintain normal provincial funding levels.
- (4) By no later than October 1 following the end of each fiscal year during the Period of the Agreement, British Columbia agrees to provide Canada with a report by an independent auditor that British Columbia has complied, in all material respects, with the requirements in subsections (1) and (2).
21. British Columbia shall repay to Canada any amounts paid to British Columbia in excess of the amount to which British Columbia is entitled under the Agreement. Such amounts are debts due to Canada and shall be repaid promptly upon receipt of written notice to repay.

## **ACCOUNTABILITY FRAMEWORK**

22. Canada and British Columbia agree to an accountability framework consisting of the following components:
- (a) planning;

- (b) financial reporting;
- (c) performance measurement;
- (d) public reporting; and
- (e) evaluation.

## **Planning**

### **Multi-year Plan**

23. (1) For realizing the vision and achieving the objectives of this Agreement, British Columbia agrees that the implementation of this Agreement will be guided by the multi-year plan set out in Annex 1 which would include:
- (a) a general, high level statement of priorities that reflects British Columbia's local and regional circumstances;
  - (b) intended objectives associated with identified priorities, which could also include a list of possible program areas for investment; and
  - (c) a notional annualized investment allocation for each of these identified priorities.

### **Annual Plan**

- (2) Prior to the beginning of fiscal year 2008/09 and prior to the beginning of each subsequent fiscal year during the Period of Agreement, British Columbia agrees to develop and share an annual plan relating to its eligible programs with the Government of Canada on or before the start of the fiscal year, and making it public by October 1 of each respective fiscal year. The annual plan shall include:
- (a) an environmental scan that provides a profile of the current labour market challenges in British Columbia;
  - (b) a description of the eligible beneficiaries who are to be targeted as priorities in the coming year;
  - (c) a description of the priority areas for programming and intended objectives;
  - (d) a brief description of the eligible programs, planned activities and projected expenditures for the coming year by priority area that are attributable to funding provided under this Agreement;
  - (e) the results expected along with annual targets for the planned activities referred to in paragraph(d); and

(f) a description of the consultation process referred to in subsection (3) and the groups to be consulted.

(3) In developing each annual plan referred to in subsection (2), British Columbia agrees to consult with stakeholders, including business and labour representatives, community organizations and representatives of the official language minority communities in British Columbia.

### **Financial Reporting**

24. (1) Within 6 months after the end of each fiscal year during the Period of the Agreement, British Columbia shall provide Canada with an audited financial statement of revenues received from Canada under this Agreement during the fiscal year and the eligible costs incurred by British Columbia in relation to the eligible programs. The financial statement shall be prepared in accordance with Canadian Generally Accepted Accounting Principles and shall show the program assistance costs incurred in respect of each eligible program during the fiscal year, the total program administration costs incurred during the fiscal year and, if applicable, the amount of any surplus funds being carried forward to the next fiscal year pursuant to subsection 15(5).

(2) The audit shall be performed by the British Columbia Auditor-General or his/her designate and shall be conducted in accordance with Canadian Generally Accepted Auditing Standards.

### **Performance Measurement**

25. (1) In order to measure performance of the eligible programs, British Columbia agrees to collect and compile in accordance with Annex 2, the performance indicator information set out in Annex 2 about the eligible beneficiaries, the type of interventions provided under the eligible programs and the outcomes of the interventions. For clarification purposes, no personal information will be shared by British Columbia with Canada.

(2) British Columbia agrees to provide to Canada the information referred to in subsection (1) which it has collected or compiled each fiscal year during the Period of the Agreement no later than five months following the end of that fiscal year. The information shall be provided in the format and manner decided jointly by Canada and British Columbia.

### **Public Reporting on Results**

26. (1) Canada and British Columbia agree on the importance of reporting to the public on results achieved through the use of taxpayers' money.

(2) By no later than October 1 following the end of each fiscal year during the Period of the Agreement, British Columbia agrees to report to the people of British Columbia on the results of the eligible programs achieved in the fiscal year. The report shall show the results attributable to the funding provided by Canada under this Agreement based upon the performance indicators as outlined in Annex 2.

(3) Following the end of each fiscal year during the Period of the Agreement, Canada will report annually to Canadians on the aggregate results of the labour market agreements with provinces and territories based on the performance indicator information set out in Annex 2 collected and compiled by all provinces and territories and provided to Canada.

### **Evaluation**

27. (1) British Columbia agrees to carry out an evaluation of the impact and effectiveness of the eligible programs and the funding provided in relation thereto under this Agreement. The evaluation shall cover the period April 1, 2008 to March 31, 2012 and shall be completed by March 31, 2013.

(2) British Columbia shall advise Canada by notice in writing delivered on or before April 1, 2010 that British Columbia has elected that either:

(a) paragraph (3) (a) ("Option 1") or

(b) paragraph (3) (b) ("Option 2")

shall apply to, and form part of, this Agreement and upon delivery of such notice the paragraph so elected shall apply to and form part of this Agreement.

(3) British Columbia may carry out the evaluation in one or other of the following ways, at its option:

(a) British Columbia may carry out the evaluation on its own. If British Columbia selects this option, it shall:

(i) develop an evaluation framework that adheres to commonly accepted evaluation practices and methodologies;

(ii) submit the evaluation design or framework for review and recommendations by an independent third party external evaluator;

(iii) before the evaluation is conducted, share the framework with Canada for discussion in the Joint Committee referred to in section 29;

(iv) after the findings are obtained, submit the evaluation report to an independent third party external evaluator for review before it is finalized; and

(v) provide a copy of the evaluation report to Canada by no later than June 30, 2013.

The cost of the provincial evaluation will be the responsibility of British Columbia.

(b) British Columbia may carry out an evaluation of its eligible programs jointly with Canada. Where this option is selected, Canada and British Columbia agree to carry out the joint evaluation as follows. The Joint Committee:

- (i) will establish a Joint Evaluation Sub-Committee to prepare and sign off an evaluation framework that adheres to commonly accepted evaluation practices and methodologies;
- (ii) submit the evaluation design or framework for review and recommendations by an independent third party external evaluator;
- (iii) approve the contract to be entered into by British Columbia with the third party retained to carry out the evaluation;
- (iv) oversee the conduct of the evaluation according to the plan laid out in the framework;
- (v) after the findings are obtained, submit the evaluation report to an independent third party external evaluator for review before it is finalized; and
- (vi) provide a copy of the evaluation report to Canada and British Columbia by no later than June 30, 2013.

British Columbia will be responsible for providing to the third party evaluator any data required by the evaluator. The cost of the joint evaluation will be shared 50-50 by Canada and British Columbia.

## **YEAR 2 REVIEW**

28. Canada and British Columbia agree to design and conduct a joint Year 2 Review of the implementation of the Agreement that will be conducted in fiscal year 2009/10 and completed in 2010/11. The purpose of the Year 2 Review will be to ensure that both Parties are properly implementing the provisions of this Agreement and to inform potential improvements to this Agreement.

## **JOINT COMMITTEE**

29. (1) Canada and British Columbia agree to establish a Canada-British Columbia Joint Committee.
- (2) The Joint Committee will be co-chaired by the Designated Officials of Canada and British Columbia and will meet at least twice annually or as agreed.
- (3) Each party will determine specific representatives from other agencies, departments or ministries within their respective organizations.
- (4) The role of the Joint Committee includes, but is not limited to:
- (a) designing and conducting the Year 2 review referred to in section 28;

- (b) where British Columbia has elected under paragraph 27 (2)(a) to carry out its own evaluation of the eligible programs under paragraph 27(3)(a), reviewing the evaluation framework referred to in subparagraph 27 (3) (a)(iii);
- (c) where British Columbia has elected under paragraph 27 (2)(b) to carry out an evaluation of its eligible programs jointly with Canada under paragraph 27 (3)(b), establishing the Joint Evaluation Sub-Committee referred to in subparagraph 27 (3)(b) and oversee the conduct of the evaluation;
- (d) discussing draft annual plans and reports;
- (e) discussing ways to better integrate the delivery of programs for Aboriginal peoples;
- (f) deciding the manner and format information referred to in section 26(1) and Annex 2 is provided;
- (g) maintaining linkages with the planning processes under any Canada-British Columbia Labour Market Development Agreement entered into between the parties pursuant to Part II of Canada's *Employment Insurance Act*; and
- (h) sharing views on labour market programs and policies as well as broader developments in the labour market in British Columbia.

#### **PUBLIC ACKNOWLEDGEMENT OF FEDERAL FUNDING**

30. Canada and British Columbia agree on the importance of ensuring that the public is informed of Canada's financial contributions to British Columbia's eligible programs with the contributions acknowledged in accordance with Annex 3 to this Agreement.

#### **PERIOD OF THE AGREEMENT**

31. This Agreement shall come into effect when it is signed by both parties and shall terminate on March 31, 2014 unless it is terminated earlier in accordance with section 37. However, if the Agreement is signed prior to April 1, 2008, it is understood and agreed that the effective start date of the period in respect of which funding is to be provided under the Agreement is April 1, 2008.

32. Notwithstanding the termination of this Agreement, the obligations of British Columbia under sections 21, 24 and 26 of this Agreement shall survive any termination and shall remain in force until they are satisfied or by their nature expire.

#### **EQUALITY OF TREATMENT**

33. During the term of this Agreement, if another province or territory negotiates a Labour Market Agreement with Canada, and if, in the reasonable opinion of British Columbia, any provision of that agreement is more favourable to that province or territory than what was negotiated with British Columbia, Canada agrees to amend this Agreement in order to afford

similar treatment to British Columbia, if requested by British Columbia. The amendment shall be retroactive to the date on which the Labour Market Agreement with the other province or territory comes into force.

## **ANNEXES**

34. The Annexes to this Agreement are an integral part of the Agreement.

## **AMENDMENTS**

35. (1) This Agreement may be amended at any time by mutual consent of the parties. To be valid, any amendment shall be in writing and, subject to subsection (2), signed, in the case of Canada, by Canada's Minister of Human Resources and Social Development, and in the case of British Columbia, by British Columbia's Minister of Economic Development.

(2) An amendment to any Annex to this Agreement may be made by the written agreement of the Designated Officials of the parties.

## **DISPUTE RESOLUTION AND TERMINATION**

36. (1) Canada and British Columbia are committed to working together and avoiding disputes through government-to-government information exchange, advance notice, early consultation, and discussion, clarification and resolution of issues, as they arise.

(2) If at any time Canada or British Columbia is of the opinion that the other party has failed to comply with any of its obligations or undertakings under this Agreement or is in breach of any term or condition of the Agreement, Canada or British Columbia, as the case may be, may notify the other, in writing, of its concerns. Upon such notice, Canada and British Columbia will endeavour to resolve the issue in dispute bilaterally as determined appropriate by the Designated Officials.

(3) If the dispute referred to in subsection (2) cannot be resolved by Designated Officials, then the dispute will be referred to Canada's Deputy Minister of Human Resources and Social Development and British Columbia's Deputy Minister of Economic Development, and if it cannot be resolved by them, then Canada's Minister of Human Resources and Social Development and British Columbia's Minister of Economic Development shall endeavor to resolve the dispute.

37. Either Canada or British Columbia may terminate this Agreement at any time without cause by giving 12 months written notice of its intention to terminate.

38. Upon termination of the Agreement under section 37, Canada shall have no obligation to make any further payment to British Columbia in respect of eligible costs incurred after the date of termination.

## **FUTURE FUNDING FOR ADDITIONAL PROGRAMS**

39. If, following the implementation of this Agreement, Canada decides to transfer additional federal funding to British Columbia to support the costs of the provincial delivery of programming for youth and/or older workers and/or persons with disabilities, the parties agree

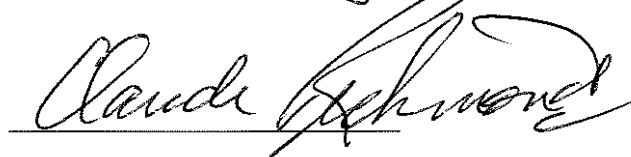
that such additional funding shall be provided within the framework of this Agreement. The parties agree to amend this Agreement to set out any additional terms and conditions upon which any additional federal funding would be provided.

SIGNED on behalf of Canada by the Minister of Human Resources and Skills Development, styled Minister of Human Resources and Social Development,

at VANCOUVER this 20<sup>th</sup> day of FEB, 2008

  
\_\_\_\_\_

Minister of Human Resources and Social Development

  
\_\_\_\_\_

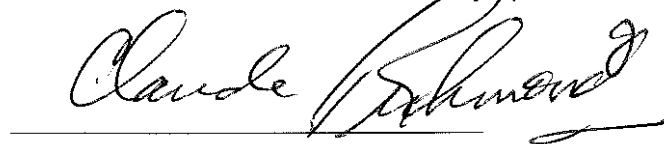
Witness

SIGNED on behalf of British Columbia by the Minister of Minister of Economic Development and Minister responsible for the Asia-Pacific Initiative and the Olympics.

at VANCOUVER this 20<sup>th</sup> day of FEB, 2008

  
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The Honourable Colin Hansen, Minister of Economic Development and Minister responsible for the Asia-Pacific Initiative and the Olympics.

  
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Witness

**ANNEX 1**  
**MULTI-YEAR PLAN**

*(Subsection 23(1))*

1. The Multi-Year Plan must include the following information:
- (a) a general, high level statement of priorities that reflects British Columbia's local and regional circumstances as reflected in the following

"Building from the analysis conducted during the development and implementation of WorkBC, the province's most critical long-term challenges are twofold:

- Finding enough workers to fill available job openings – drawing on all sources of potential workers, including those within BC who are underutilized, but also attracting and retaining workers from other countries. Particular attention must be paid to meeting the needs of small business employers, which comprise a significant proportion of the provinces' economic base.
- Making significant gains in British Columbia's productivity – investing in essential skills and literacy for 40%<sup>1</sup> of the working age population, and increasing investments (private and public) in workforce development that will maintain and enhance BC's competitive edge.

**LMA Goals:**

Deliver effective labour market programming that supports, and is aligned with BC's economic growth objectives, as outlined in WorkBC.

Maximize the labour force participation of all persons who are currently working, or wish to work, in BC.

Create a system of labour market programs and services that is integrated, multi-channelled and citizen-centred."

- (b) intended objectives associated with identified priorities, which could also include a list of possible program areas for investment as reflected in the following;

**"LMA Objectives:**

1. Deliver labour market program and services that address the needs of BC employers.
2. Deliver training and other labour market supports that increase the skills and productivity of BC's workforce.
3. Draw on all sources of labour market supply, by removing barriers to those having difficulty entering the labour market. This includes, but is not limited to: Aboriginal people, recent immigrants, persons with disabilities, women, underemployed workers.

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<sup>1</sup> International Adult Literacy and Life skills Survey, BC specific results

4. Increase the efficiency with which BC's labour market operates through:
  - streamlining access to tools and information that enable prospective workers and employers to connect easily, and
  - developing programs and services that are connected and easy to navigate.
5. Leverage increased investment and partnerships in labour market solutions by the private sector.

Based on the identified goals and objectives, the following priority program and service areas have been identified:

- (a) skills training ranging from basic training, such as literacy and numeracy, to advanced training such as on-the-job training, workplace-based skills upgrading, job readiness assistance;
  - (b) information to support efficient decision making in the labour market;
  - (c) labour market and employability assessments;
  - (d) labour market connections such as services to facilitate matching supply and demand and services that promote and enhance labour market efficiency ;
  - (e) financial supports and benefits such as loans, grants and living allowances;
  - (f) non-training labour market supports such as credential recognition and assistive technology; and
  - (g) employment counselling and career services"; and
- (c) a notional annualized investment allocation for each of these identified priorities as set out in the table attached.

**Proposed Labour Market Agreement Investment Strategy by Service Types from 2008 to 2014**

	\$M 2008/09	\$M 2009/10	\$M 2010/11	\$M 2011/12	\$M 2012/13	\$M 2013/14	6 year total
<b>Client access, communications and transition</b>	8.50	8.50	8.50	8.00	10.00	7.50	51.00
Establish client access through WorkBC labour market office infrastructure, a Labour Market Agreement programs website, call center related architecture and additional capabilities							
Implement advertising and awareness campaign							
Investments to improve the efficiency of the labour market							
<b>Career development information</b>	6.40	0.00*	0.00*	0.00*	0.00*	0.00*	6.40*
Enhance pre-arrival LMI for immigrants							
Increase career awareness in critical occupations and sectors with anticipated shortages							
Develop targeted LMI products for mature workers							
<b>Employment access, counselling and services</b>	11.60	12.10	12.10	12.10	12.10	12.10	72.10
Support Aboriginal training and employment through partnerships between Aboriginal communities, training organizations and industry							
Expand Return to Work programs for PWD, focusing on developmental and mental disabilities							
Support Aboriginal economic and business skills development							
Enhance career services with a focus on post-program placement							
Develop an essential skills framework to incorporate transferable skills training into occupational training frameworks							
Enhance and coordinate job vacancy information in BC							
<b>Job readiness and assessment tools</b>	9.45	9.20	9.20	9.20	9.10	9.20	55.35
Develop prior learning assessment tools for immigrants to bridge to trades qualifications frameworks, and for those facing career transitions							
Develop HR assessment tools to support workplace based training by employers							
Expand access to credential recognition services							
Increase availability of assistive technology and accessible workplaces for PWD							
Develop flexible training options to increase completion rates in trades training							
<b>Essential skills and workplace based training</b>	16.10	20.50	20.50	21.00	19.80	20.80	118.70
Pilot new approaches for Essential skills training							
Develop a workplace literacy program based on essential skills framework							
Expand the Aboriginal Business Entrepreneurship Skills Training program							
Develop targeted skills development programs for Aboriginal PWD							
Expand Women in Trades programs and incorporate a mentoring approach							
Expand Bladerunners program to new sectors and bridging programs for youth at risk							
Expand targeted training in emerging BC sectors							
Expand immigrant trades training and Skills Connect program to lower skilled occupations							

<b>Financial supports &amp; benefits</b>	12.50	14.25	14.25	14.25	14.25	13.55	14.95	<b>83.75</b>
In coordination with existing federal and provincial programs, develop student financial assistance programs for PWD and trades trainees to fill service gaps								
Develop programs to increase access to small business skills training								
<b>Program Administration</b>	1.866	1.866	1.866	1.866	1.866	1.866	1.866	11.196
<b>Total</b>	66.416	66.416	66.416	66.416	66.416	66.416	66.416	<b>398.496</b>

\* After the 2008/09 fiscal year, development of labour market information to support career development information will be funded through the Labour Market Development Agreement.

## ANNEX 2

### PERFORMANCE INDICATOR INFORMATION

(Section 25)

1. British Columbia and Canada recognize the importance of reporting to the public on results achieved from public monies invested by each order of government. To that end, an accountability framework has been created in the *Canada-British Columbia Labour Market Agreement* that provides for the establishment of performance indicators relative to British Columbia programs that fall under this Agreement. The purpose of this Annex is to set out those performance indicators.
2. Subject to sections 6, 7 and 8 British Columbia agrees to
  - (a) collect and compile the information set out in sections 3, 4 and 5 below about the eligible beneficiaries, the services provided under the eligible programs and the outcomes of the services for measuring the performance of the eligible programs, and
  - (b) provide Canada, in a format and manner decided jointly by Canada and British Columbia, with the aggregate information set out below by no later than five months following the end of each fiscal year:
3. Eligible Beneficiary Indicators consist of:
  - (a) Total number of eligible beneficiaries served/in program or service by employment status (i.e. employed, unemployed, self employed);
  - (b) Education level of eligible beneficiaries prior to program or service, i.e.
    - (i) Number of eligible beneficiaries served with less than high school,
    - (ii) Number of eligible beneficiaries served with high school diploma,
    - (iii) Number of eligible beneficiaries served with post-secondary education; and
  - (c) Number and proportion in a program or service by designated client group (i.e., Aboriginal Canadians, persons with disabilities, immigrants, older workers, youth, women).
4. Service Delivery Indicators consist of:
  - (a) Number of eligible beneficiaries participating in programs or services by service type; and
  - (b) Proportion of total eligible beneficiaries "satisfied" with programs and services received.

5. Eligible Beneficiary Outcome and Impact Indicators consist of:
  - (a) Proportion of eligible beneficiaries completing programs and services, by service type, in the previous year;
  - (b) Proportion of eligible beneficiaries who, 3 months and 12 months after leaving the program or service are (a) employed (b) unemployed OR (c) in further intervention;
  - (c) Proportion of eligible beneficiaries who, 3 months and 12 months after leaving the program or service indicate their training helped prepare them for future employment;
  - (d) Number of eligible beneficiaries who have earned credentials or certification through participation in programs or services; and
  - (e) Average hourly earnings earned by eligible beneficiaries following program or service.
6. The parties agree to work together during the period between the date of signature of this Agreement and April 1, 2008 to make any necessary refinements or adjustments to the descriptions of the performance indicators to address any issues that may arise during that period with respect to their meaning, scope or application. These issues will be referred to the Joint Committee for discussion. Any agreed change to the wording of the description of a performance indicator will be made by way of an amendment to section 3, 4 or 5, as the case may be, of this Annex in accordance with subsection 35 (2) of this Agreement.
7. The parties acknowledge that British Columbia does not currently have the systems developed to fully report the Eligible Beneficiary Outcome and Impact Indicator information referred to in paragraphs 5(b), (d) and (e).

However, British Columbia agrees to take all reasonable measures to enable it to collect and compile information on 5(b) by no later than April 1, 2009 and information on 5(d) and (e) by no later than April 1, 2010, or by such later date as may be mutually agreed to by the Designated Officials.

8. British Columbia will develop metrics for the performance indicators through a variety of methods, including use of client level data, sampling and surveys of clients, as appropriate, feasible, cost-effective and practicable. Data compiled for performance indicator purposes will be subject to the British Columbia's *Freedom of Information and Protection of Privacy Act*.

**ANNEX 3**  
**PUBLIC INFORMATION**

*(Section 30)*

The purpose of this Annex to the Canada-British Columbia Labour Market Agreement is to describe how British Columbia will ensure that Canada's contributions are appropriately acknowledged by British Columbia, as well as by third parties in receipt of funds provided under this Agreement.

1. Canada and British Columbia will jointly prepare public information material and jointly organize and participate in any public announcement relating to the signing of the Canada-British Columbia Labour Market Agreement.
2. British Columbia agrees to acknowledge Canada's support of British Columbia's eligible programs in signage, letterhead, advertising, posters, exhibits, pamphlets, brochures, forms for the use of clients, advertising, news releases, public announcements, program descriptions and correspondence, and public reports on British Columbia's eligible programs.
3. British Columbia agrees to ensure that third party offices, where programs and services to clients funded under this Agreement are delivered, will have appropriate identification indicating that the programs and services provided at that office are funded in whole or in part by Canada.
4. Canada and British Columbia agree to cooperate to provide opportunities for announcements, ceremonies, celebrations, and releases of reports to allow representatives of Canada and British Columbia to clearly articulate the role of each government in supporting British Columbia's eligible programs.
5. British Columbia agrees to ensure that cheques or deposit statements for clients receiving assistance under British Columbia eligible programs, either directly from British Columbia or through an organization receiving funding from British Columbia, will include the Government of Canada word mark.
6. Canada and British Columbia agree to consult and give each other reasonable advance notice of any major public relations initiatives to inform Canadians of activities being undertaken in the context of this Agreement.