

SCHEDULE 12-7

Advisory Group on Employment

Terms of Reference

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1. Scope

The **Advisory Group on Employment** (“AGE”) is an advisory group to the **Project Manager**.

The **AGE** is a forum for addressing employment-related issues, in particular Aboriginal employment, related to construction of the **Keeyask Project**. The **AGE** is established to receive, review and find solutions to concerns and issues and to monitor, report and make recommendations to the **Project Manager** on employment-related matters, as required.

In this role, the **AGE** will not supplant and will, wherever possible, avoid duplicating other **Keeyask Project** organizations or committees with a mandate for dealing with specific types of concerns or issues. Where relevant, the **AGE** will direct individuals to the appropriate **Keeyask Project** organization or committee. In particular, the **AGE** will not address differences or disputes that fall under the grievance procedures established by the **BNA**.

The **AGE** is consultative and advisory only and has no decision-making authority but will make recommendations to the **Project Manager** in accordance with its Terms of Reference.

2. Purpose

The purpose of the **AGE** is to:

- (a) provide such disclosure of non-privileged information, of contemporary relevance to employment-related matters for the **Keeyask Project**, as is reasonable and practicable to provide;
- (b) receive and consider employment-related issues associated with construction of the **Keeyask Project** including:
 - (i) endeavouring to resolve issues in a cooperative and timely manner and informing the **Project Manager** of the outcome or recommended course of action;
 - (ii) establishing a process to receive and address issues in relation to items such as:

- A. the job referral process;
- B. communication between Aboriginal placement agencies and **Keeyask Project** contractors;
- C. communication to **Keeyask Project** contractors and sub-contractors regarding the **AGE**; and
- D. concerns or issues raised by individuals,

and communicating such process to relevant parties and individuals;

- (c) inform **Keeyask Project** workforce about the **AGE**'s existence and its purpose;
- (d) review and provide advice to the **Project Manager** about the appropriateness of job order qualifications;
- (e) monitor and provide recommendations to the **Project Manager** regarding Aboriginal employment associated with the **Keeyask Project**, including under the **BNA** job referral process and under **Direct Negotiation Contracts**;
- (f) monitor employment of **Members** as well as employment of Aboriginal people from other communities;
- (g) monitor the results and effectiveness of the **BNA** job order, **Direct Negotiation Contract** hiring, worker orientation and job retention processes and provide advice to the **Project Manager** in respect of same;
- (h) report in a regular and timely way to the **Project Manager** on issues received and addressed;
- (i) review and consider:
 - (i) Aboriginal employment (number of hires, skill areas, turnover, link to pre-project training, community of residence, First Nation, etc.);
 - (ii) effectiveness of **BNA** job referral process;
 - (iii) results of the hiring process for **Direct Negotiation Contracts**;

- (iv) status and outcomes of job qualification reviews;
- (v) status and results of the worker orientation program;
- (vi) status and results of the worker retention strategy;
- (vii) notable training and employment related outcomes occurring at the **Keeyask Project** construction site (both positive and negative);
- (viii) an annual committee budget as determined by the **Project Manager**;
- (ix) other matters appropriate to be addressed by the **AGE**;
- (j) provide recommendations to the **Project Manager** about potential improvements that could be made to employment strategies and processes on future hydroelectric projects.

3. **AGE Membership**

The **AGE** is a **Keeyask Project** construction site committee with the intention that its representatives will be comprised of individuals working at the **Keeyask Project** construction site, unless no such individuals are practically available.

The **AGE** will be comprised of the following representatives:

- (a) Voting Representatives:
 - (i) four (4) **Keeyask Cree Nation** representatives (one (1) **Member** from each of **TCN, War Lake, York Factory** and **Fox Lake**;
 - (ii) six (6) **Hydro** representatives;
 - (iii) one (1) **Manitoba** – CTT (Competitiveness, Training and Trade, formerly MAET) representative;
 - (iv) one (1) **HPMA** (Hydro Project Management Association) representative; and
 - (v) one (1) **AHC (Allied Hydro Council)** representative.
- (b) Non-voting Representatives:

- (i) one (1) representative appointed by each contractor on the **Keeyask Project**, including the **Employment Retention Contract** contractor. The **AGE** will determine which contractors are required to attend the meetings; and
- (ii) the **Allied Hydro Council's** Aboriginal union representative for the **Keeyask Project**.

Organizations will be requested to appoint representatives for at least a two (2) year term.

4. Chairperson

The **AGE** will be chaired by a **Hydro** representative.

5. Duration of AGE and Frequency of Meetings

The **AGE** will be established as soon as practical following the **Construction Start** and will remain in existence until the **Final Closing Date** for the **Keeyask Project**.

The **AGE** will meet at least once every quarter, or more frequently as the **AGE** may determine. To address eligible issues expeditiously, teleconference meetings (not previously scheduled) may be convened.

6. Meeting Process

The **AGE** provides advice and makes recommendations to the **Project Manager**. In the event the majority of the non-**Hydro** representatives on the **AGE** disagree with any recommendations (or lack thereof) made by the **AGE** to the **Project Manager**, such non-**Hydro** representatives shall have the right to put forward, in a timely manner, an explanation of their concerns to the **Project Manager** for consideration. The **Project Manager** is required to inform the **AGE** in a timely manner of how the **AGE's** recommendations or non-**Hydro** representatives' concerns, as applicable, have been addressed. If the **AGE** or the majority of the non-**Hydro** representatives on the **AGE** is/are not satisfied with the **Project Manager's** response, the recommendations and/or concerns, as applicable, will be forwarded to the board of the **General Partner**.

Representatives appointed to the **AGE** will receive an orientation regarding the various **Keeyask Project** committees. Such representatives will endeavor to understand and respect the roles, responsibilities and functions of other committees and agencies relevant to the **Keeyask Project**, in order to judge whether issues are appropriate for the **AGE** to address.

The Chair of the **AGE** may request a facilitator to manage meetings.

Meetings will take place at the **Keeyask Project** construction site, unless otherwise agreed.

Materials to be discussed at **AGE** meetings will be distributed two (2) weeks prior to the meeting date. Meeting notes will be recorded and distributed to all representatives of the **AGE** and contractors within two weeks of the meeting date.

7. Recommendations

The **AGE** will seek to achieve consensus in making its recommendations. If consensus cannot be achieved, decisions will be based on a majority vote of all voting representatives of the **AGE**, subject to paragraph 6.

8. External Communications

The Chair of the **AGE** is responsible for all communications on behalf of the **AGE**. The Chair must consult with the **Project Manager** and **Limited Partnership** project communication staff prior to undertaking external communications.

9. Reasonable Expenses

Keeyask Cree Nation representatives appointed to the **AGE** who are not fully employed on **Keeyask Project**-related jobs, or who must attend **AGE** meetings outside of normal working hours, will be paid for their time for attending **AGE** meetings, along with reasonable expenses associated with meals and mileage, if applicable.

10. Revisions to Terms of Reference

The **AGE** may make recommendations to the **Project Manager** to revise the **AGE's** Terms of Reference.