

CHAPTER 2 EDUCATION, TRAINING AND EMPLOYMENT OF INNU**2.1 Objectives**

2.1.1 To encourage and assist **Innu** who wish to participate in the wage economy to receive the education and training necessary to:

- (a) access opportunities for employment on the **Project**;
- (b) perform employment duties on the **Project** effectively;
- (c) advance in the **Project** workforce according to individual abilities and aspirations;
- (d) contribute to the social, cultural and economic well-being of **Innu Communities**; and
- (e) contribute to personal and career development.

2.1.2 To enhance opportunities for **Innu** to become qualified for and to secure employment in the **Project** workforce, at all job levels, and to reduce barriers to **Innu** employment in the **Project** workforce.

2.1.3 To promote the retention and advancement of **Innu** employees working in the **Project** workforce.

2.1.4 To promote **Innu** gender equality in the **Project** workforce.

2.2 General

2.2.1 The **Parties** acknowledge that **Company** may enter into contracts for the provision of some or all of the works, goods and services associated with the **Project** and, therefore, direct employment opportunities for **Innu** with **Company** during each **Construction Phase** may be limited. To the extent that **Company** directly employs people in the **Project** workforce, the provisions of this Chapter also apply directly to **Company**.

2.2.2 **Company** or **Contractor** shall include in all contracts for **Project** work where there may be training opportunities for **Innu** during any **Construction Phase** and which contracts are to be performed completely or partially in the **Project Area**, after **Consultation** with **Innu Nation**, provisions requiring compliance by **Contractor** or **Subcontractor**, as applicable, with the applicable provisions contained in this Chapter. Where such contracts involve work to be conducted partially in the **Project Area**, these provisions shall apply solely to the portions of the contracts that are performed in the **Project Area**. In the event of material non-compliance with these provisions by **Contractor** or

Subcontractor, Company or Contractor, as applicable, shall, in **Consultation with Innu Nation**, take appropriate measures to remedy such non-compliance.

2.2.3 Company, either directly or through **Contractor**, shall use every reasonable effort to have qualified **Innu** employed in the **Project** workforce in accordance with this Chapter.

2.3 Innu Employment Planning

2.3.1 The Parties shall develop and share information which they agree is necessary to:

- (a) facilitate the employment of qualified **Innu** in the **Project** workforce;
- (b) help reduce barriers to employment opportunities for **Innu**, including information from exit interviews with **Innu** employees leaving the **Project** workforce, where possible and appropriate;
- (c) help **Innu** qualify for employment and advancement;
- (d) encourage and support **Innu** to become valued employees; and
- (e) increase awareness of and sensitivity to **Innu** culture and traditions.

2.3.2 Company shall, either directly or through **Contractor**, provide in a timely manner to **Innu Nation**, the **Innu Employment and Training Coordinator**, the **Innu Employee Advisory Committee** and the **Tshiashkueish Committee** information on anticipated labour requirements for each **Construction Phase**.

2.3.3 Company shall, as soon as possible after the **Effective Date**, complete and provide to **Innu Nation** a labour force study that will identify all anticipated employment opportunities in the **Project** workforce during the **Construction Phase** of the first **Component** to be constructed, and the minimum qualifications, including the education, training and experience, as applicable, required for each position. **Company** and **Innu Nation** acknowledge that this labour force study may be based on previous and relevant labour force studies completed prior to the **Effective Date**.

2.3.4 In preparing the labour force study referred to in Section 2.3.3, **Company** will **Consult Innu Nation** in the identification of minimum qualifications, including education, training and experience requirements, as applicable, for employment opportunities in the **Project** workforce. **Company** and **Innu Nation** agree that, where relevant and legally permissible, such requirements shall consider equivalent practical experience in lieu of such requirements.

- 2.3.5** **Innu Nation** shall, as soon as possible after the **Effective Date**, complete and provide to **Company** an **Innu** labour force study that will identify and characterize the available **Innu** labour force for the **Project**, including the education, training and experience qualifications of **Innu**. **Company** and **Innu Nation** acknowledge that this labour force study may be based on previous and relevant labour force studies completed prior to the **Effective Date**.
- 2.3.6** **Company** and **Innu Nation** shall each review, and update as required, their respective labour force studies referred to in Sections 2.3.3 and 2.3.5 on an annual basis during the **Construction Phase** of the first **Component** to be constructed and during the **Construction Phases** of all subsequent **Components** and exchange any such updates in a timely manner with that other **Party**.
- 2.3.7** **Company** and **Innu Nation**, in consultation with **Contractor** as appropriate, shall annually, during each **Construction Phase**, review the labour force studies referred to in Sections 2.3.3, 2.3.5 and 2.3.6, taking into account the results of the **Innu Training Plan**, to jointly identify employment opportunities in the **Project** workforce for qualified **Innu**, including any available opportunities in management and supervisory positions and **On-The-Job-Training** opportunities to be provided under Section 2.4.8, as well as opportunities to promote **Innu** gender equality in the **Project** workforce. Identification of **On-The-Job-Training** opportunities may include opportunities for qualified **Innu** that have completed training to gain work experience related to that training and shall take into consideration the likely availability of employment opportunities for **Innu** who complete such **On-The-Job Training**.
- 2.3.8** Information on employment opportunities for qualified **Innu**, **On-The-Job-Training** opportunities for **Innu**, and opportunities to promote **Innu** gender equality in the **Project** workforce identified under Section 2.3.7 shall be provided by **Company** and **Innu Nation** to **Contractor**, the **IEAC**, the **IETC** and the **Tshiashkueish Committee**.
- 2.3.9** **Innu Nation** shall post information on employment and **On-The-Job Training** opportunities for **Innu**, and on any opportunities to promote **Innu** gender equality in the **Project** workforce identified under Section 2.3.7, in both English and Innu aimun, in publicly accessible places in the **Innu Communities** and on **Innu Nation's** web-site in order to assist in the provision of information on such opportunities to its members.
- 2.3.10** The **Parties** agree that it is desirable to establish a quantifiable **Innu** employment participation objective for the **Construction Phases**.
- 2.3.11** The **Innu** employment participation objective is a minimum of five (5) percent and a target of ten (10) percent of the overall **Project** workforce for the **Construction Phases** calculated as follows:

$$\frac{\text{Total Innu person years of employment to date}}{\text{Total person years of employment to date}} = \text{Innu employment participation achievement to date}$$

All Innu employed by **Company**, **Contractor** and **Subcontractor** and salaried Innu trainees participating in **On-The-Job Training** shall be included in the calculation of the Innu person years of employment in the **Project** workforce for the purposes of measuring the achievement of the Innu employment participation objective. The **Parties** agree that the Innu employment participation objective is not legally binding or enforceable.

2.3.13 Nothing in Section 2.3 dealing with Innu employment planning shall be construed as limiting the ability of any Innu from applying at any time for any position in the **Project** workforce during any of the **Construction Phases**. **Company**, **Contractor** and **Subcontractor**, as applicable, shall consider any such independently-submitted application from qualified Innu in accordance with the applicable hiring procedure. Any Innu who obtains a position in the **Project** workforce in this manner will be included in the calculation of the number of Innu person years of employment to date in the **Project** workforce for purposes of measuring the achievement of the Innu employment participation objective established under Section 2.3.11.

2.4 Innu Training

2.4.1 The **Parties** acknowledge that education, training and experience are required for Innu to maximize their employment opportunities in the **Project** workforce.

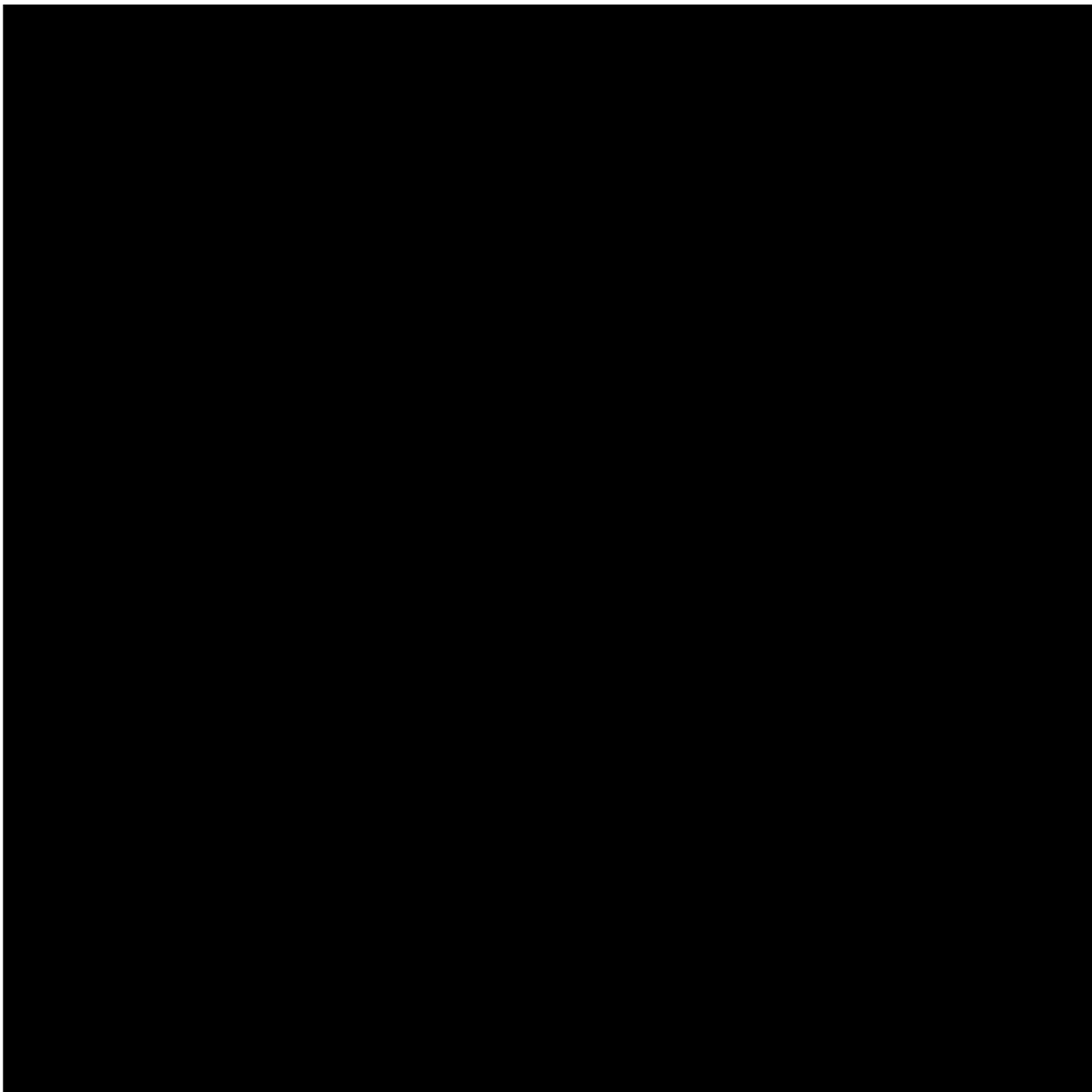
2.4.2 **Innu Nation** shall, as soon as possible following the **Effective Date**, in consultation with **Company** and appropriate government departments, agencies and educational institutions, develop an **Innu Training Plan** with respect to promoting and encouraging Innu to participate in and become qualified for employment in the **Project** workforce.

2.4.3 **Company** agrees to support the **Innu Training Plan** by:

- (a) cooperating with **Innu Nation** and appropriate government departments, agencies and educational institutions, to assist **Innu Nation** to develop the **Innu Training Plan** and to access available third party funding to provide training for Innu who are interested in employment opportunities in the **Project** workforce; and

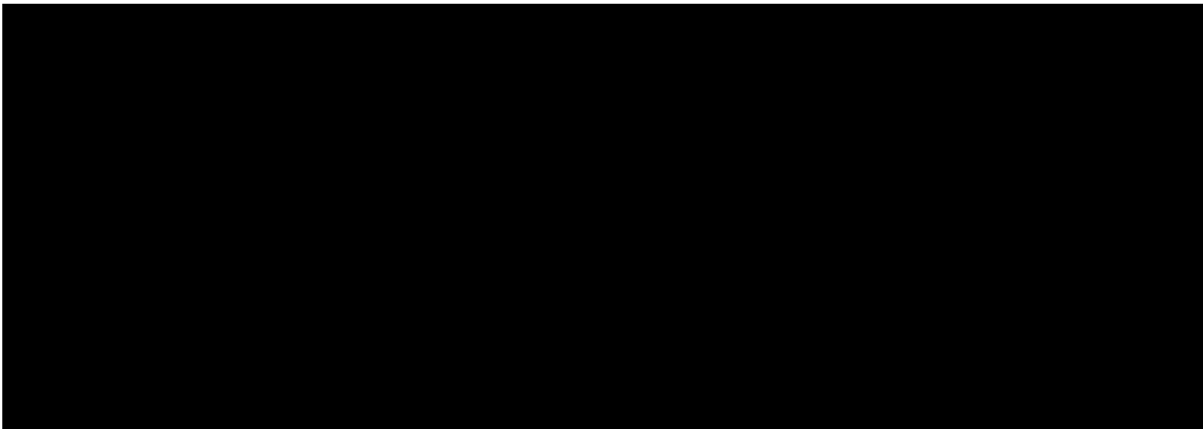


2.4.4 The **Innu Training Plan** shall include training programs designed to assist **Innu** to become qualified for applicable employment opportunities prior to the commencement of the **Construction Phase** of the first **Component** to be constructed, and **Innu Nation**, in consultation with **Company** and appropriate government departments, agencies and educational institutions, shall review, and update as required, the **Innu Training Plan** on an annual basis during the **Construction Phase** of the first **Component** to be constructed and during the **Construction Phases** of all subsequent **Components** and exchange any such updates in a timely manner with **Company**.





- 2.4.7** Innu Nation shall provide, in a timely manner, an annual report on the implementation of the Innu Training Plan during each Construction Phase to Company, Contractor, IETC, IEAC and the Tshiashkueish Committee identifying the training programs delivered and the number and gender of Innu that received training under the Innu Training Plan in the previous year.
- 2.4.8** A total of 120 On-the-Job-Training opportunities for qualified Innu will be provided by Company, either directly or through Contractor, during the combined Construction Phases of the Project Components. The Parties recognize and acknowledge that On-The-Job-Training opportunities will be most beneficial to Innu if they are provided as soon as reasonably possible after the start of the Construction Phase of a Project Component. For greater certainty, Company will be considered compliant with this obligation if it provides the On-The-Job-Training opportunities specified regardless of whether a sufficient number of Innu avail of these opportunities. Company shall, either directly or through Contractor, Consult Innu Nation in determining appropriate timing for the provision of the On-The-Job-Training opportunities referred to in this Section.
- 2.4.9** On-The-Job-Training positions that are 15 months or longer in total duration shall be counted as two (2) On-The-Job-Training positions for the purpose of calculating the number of On-The-Job-Training opportunities provided for in Section 2.4.8.
- 2.4.10** Innu must possess the minimum qualifications identified under Section 2.3.3 and meet all regulatory and other applicable requirements necessary to be accepted for any On-The-Job-Training opportunities provided under Section 2.4.8.



2.5 Innu Employment and Training Coordinator

2.5.1 Company shall hire, in Consultation with Innu Nation, [REDACTED] one Innu Employment Training Coordinator (IETC). The hiring process for the IETC shall commence as soon as reasonably possible after the Effective Date and the IETC shall be hired by Company by Project Sanction. The term of the IETC shall be as follows: The IETC shall be employed while a Component of the Project is in the Construction Phase and shall continue to be employed through to the end of the first year of operations of that Component. If at the end of the first year of operations of that Component, construction has not commenced with respect to another Component, the IETC will not be rehired until the commencement of the Construction Phase of that other Component. If an individual hired as the IETC is dismissed or quits, Company shall make every reasonable effort, in Consultation with Innu Nation, to hire a suitable replacement. [REDACTED]

2.5.2 The IETC shall:

- (a) be Innu and suitably qualified for the position, through an appropriate combination of education, training, and experience, including practical experience;
- (b) be a primary contact and resource person for Innu seeking employment in the Project workforce and for any Contractor or Subcontractor seeking to employ Innu in the Project workforce;
- (c) participate in the recruitment and selection of Innu employees as set out in Section 2.6;
- (d) act as a liaison between Company, Innu Nation and Contractor to facilitate the effective implementation of the applicable provisions of this Chapter and the support measures for Innu employees set out in Section 3.4;
- (e) in consultation with Contractor, maintain a list of the number and gender of Innu employed in the Project workforce;
- (f) as appropriate and necessary, assist Innu Nation in the development and implementation of the Innu Training Plan;
- (g) where possible, report the rate of employment of Innu who pursued or completed training under the Innu Training Plan to Company, any relevant Contractor and Innu Nation;
- (h) assist in the design, development and delivery of recruitment campaigns for Innu employees for the Project workforce;

- (i) coordinate the delivery of **Prior Learning Assessments** for Innu applicants under Section 2.6.4;
- (j) coordinate implementation of summer student employment and work term placement opportunities under Sections 2.9.5 and 2.9.6;
- (k) contribute to the development of the **Workplace** policies identified in Sections 3.3.1 and 3.3.2;
- (l) coordinate the implementation of measures for Innu employee assistance referred to in Section 3.4.2;
- (m) provide support, as necessary, to Innu receiving **On-The-Job Training**, in apprenticeships or in work term placements in the **Project** workforce;
- (n) be a member of the **IEAC** established under Section 3.5.1;
- (o) where feasible, conduct exit interviews with Innu employees leaving the **Project** workforce, and provide a quarterly report summarizing the results of those exit interviews to **Company** and **Innu Nation**; and
- (p) develop and provide recommendations to **Company** and **Innu Nation** on potential measures to address any issues identified in any report prepared under Section 2.5.2 (o).

2.6 Recruitment and Selection of Innu Employees during the Construction Phase

2.6.1 Innu seeking employment in the **Project** workforce during each **Construction Phase** shall complete and submit an application for employment to the **IETC**.

2.6.2 Company, Contractor or Subcontractor, as applicable, seeking to employ Innu in employment opportunities identified under Section 2.3.7 during each **Construction Phase** shall refer such employment opportunities to the **IETC** with the following information:

- (a) a detailed job description including a list of duties to be performed;
- (b) the anticipated term of employment and any specific requirements with respect to work schedules;
- (c) the qualifications required for employment, including education, training and employment experience and any necessary certifications or affiliations;
- (d) the positions where equivalent practical experience will be considered in lieu of education or training if the applicant does not meet the minimum standards referred to in Section 2.6.2(c); and

- (e) the opportunities for training and advancement, including any **On-The-Job-Training** or **Cross Training** opportunities.
- 2.6.3** The **IETC** shall, in consultation with **Company**, **Contractor** or **Subcontractor**, as applicable, undertake an initial screening of **Innu** applications received under Section 2.6.1 and identify potential **Innu** candidates for the employment opportunities identified under Section 2.6.2 to **Company**, **Contractor**, or **Subcontractor**, as applicable, taking into account any **Prior Learning Assessments**.
- 2.6.4** **Company** shall, at its own expense, provide reasonable opportunities for **Innu** who are interested in employment opportunities in the **Project** workforce during any **Construction Phase** to undergo a **Prior Learning Assessment** in a manner to be determined by **Company**. **Company** shall **Consult** with **Innu Nation** on the appropriate frequency, timing and locations for these **Prior Learning Assessments**. **Company** may use the **IETC**, if suitably qualified, to conduct such **Prior Learning Assessments**.
- 2.6.5** Where requested by a **Contractor** or **Subcontractor**, and subject to the consent of the **Innu** applicant, or where requested by the **Innu** applicant, the **IETC** shall, if available, attend the hiring process for potential **Innu** applicants and provide assistance as required.
- 2.6.6** Notwithstanding Section 2.6.5, **Company** and **Innu Nation** agree that the **IETC** may, subject to providing reasonable advance notice and with the consent of **Contractor** or **Subcontractor** as applicable and the relevant **Innu** applicants, attend the interviews of **Innu** employment applicants to observe and assess the hiring process for potential **Innu** employees.
- 2.6.7** The **Parties** agree that qualified **Innu** will be given preference over qualified non-**Innu** for filling any employment opportunities identified under Section 2.6.2.
- 2.6.8** In the event that there are no qualified **Innu** identified under Sections 2.6.1 and 2.6.3 to fill the employment opportunities identified under Section 2.6.2, **Company**, **Contractor** and **Subcontractor** may recruit and select employees of their choice.
- 2.6.9** The **Innu** employment participation objective set out in Section 2.3.11 will be monitored on an annual basis in accordance with the calculation method set out in that Section. Where it is determined, as a result of such monitoring, that **Innu** constitute less than 10% of the total **Project** workforce, and where as a result of attrition, a job in the **Project** workforce that was referred to the **IETC** as an employment opportunity under Section 2.6.2 becomes vacant during a **Construction Phase**, qualified **Innu** will be given a preference over non-**Innu**, where that vacancy is to be filled. This preference will remain in effect until the **Innu** employment participation target referred to in Section 2.3.11 is met.
- 2.6.10** **Company** shall, on an annual basis during each **Construction Phase**, report on the following to the **IETC**, **Innu Nation**, the **IEAC** and the **Tshiashkueish Committee**:

- (a) the number and gender of **Innu** who receive **On-The-Job Training** under Section 2.4.8;
- (b) the nature of **On-The-Job Training** completed under Section 2.4.8;
- (c) the number and gender of **Innu** employed in the **Project** workforce;
- (d) the job titles of the positions in which **Innu** are employed in the **Project** workforce; and
- (e) the number of **Innu** who have left the **Project** workforce, if any, and their reasons for leaving, where known.

2.7 Retention and Advancement of Innu Employees

2.7.1 The **Parties** acknowledge that the retention and advancement of qualified **Innu** in the **Project** workforce is a shared goal.

2.7.2 The **Parties** acknowledge that Chapter 3: Workplace Policies and Conditions provides measures to assist in the retention of **Innu** employees.

2.7.3 **Company** shall assist and support the career development and advancement of **Innu** employees in each **Construction Phase** by encouraging **Contractor** and **Subcontractor** to provide to **Innu** employees that have the qualifications, interest and ability, any available opportunities to further develop their skills, through:

- (a) On-The-Job Training;
- (b) mentoring;
- (c) Cross Training; and
- (d) other measures as may be jointly agreed upon in writing by **Company** and **Innu Nation** that are appropriate to support the advancement of **Innu** employees.

2.7.4 Where **Contractor** or **Subcontractor**, during any **Construction Phase**, have agreed to provide opportunities for **Innu** training, **Company** will require such **Contractor** or **Subcontractor** to develop, in consultation with the **Innu Nation** and **Company**, a training implementation plan, and to provide reports to the **IETC** and **Company** with respect to training delivered in accordance with their respective training implementation plans.

2.8 Career Opportunities with Company in the Operations Phases

- 2.8.1** During the **Planning Phase** for each **Component**, **Company** will identify and provide to **Innu Nation** a list of **Permanent Positions**, if any, that will likely be required for the **Operations Phase** of that **Component**. This list of **Permanent Positions** will include the minimum experience, education and training requirements for each position. **Innu Nation** acknowledges that the list of employment opportunities provided to **Innu Nation** by **Company** during the **Planning Phase** for each **Component** is subject to change prior to and during the **Operations Phase** for that **Component**. **Company** will update this list and provide such updates to **Innu Nation** in accordance with changes to its projected requirements.
- 2.8.2** The **Parties** agree that, subject to Section 2.8.4, **Company** will make available to qualified **Innu** [REDACTED] of the aggregated **Permanent Positions**, including any **Permanent Positions** for entry level linespersons, needed for the **Components of the Project** that are in service. **Company** will determine, in **Consultation** with **Innu Nation**, those **Permanent Positions** that will be made available to qualified **Innu**. This determination by **Company** will include consideration of any training being undertaken by **Innu** under Section 2.8, the minimum experience, training and education required for such positions, the safety and technical nature of those positions, and the requirements for specialized knowledge and expertise. In the event there are no qualified **Innu** identified to fill these **Permanent Positions**, **Company** may recruit and select employees of its choice and shall be deemed to be compliant with its obligations under this Section.
- 2.8.3** **Company** shall prior to and during each **Operations Phase**, in **Consultation** with **Innu Nation**, and with the agreement of any **Affiliates**, provide, where practical and possible, appropriate **On-The-Job Training**, apprenticeships or work term opportunities at its **Affiliate's** facilities to assist qualified **Innu** to prepare for the **Permanent Positions** that will be made available under Section 2.8.2. **Company** will make every reasonable effort to seek the agreement of appropriate **Affiliates** as soon as it has sufficient information to enable it to make the request.
- 2.8.4** If an **Innu** trainee quits or is dismissed during the course of **On-The-Job Training**, apprenticeship or a work term provided under Section 2.8.3, **Company** shall make every reasonable effort to replace that trainee with another suitable and qualified **Innu** trainee, subject to there being adequate time to complete the **On-The-Job Training**, apprenticeship or work term necessary to qualify for the **Permanent Positions** identified under Section 2.8.2 and subject to the agreement of the **Affiliate**, where applicable.
- 2.8.5** **Company** agrees that, subject to successful completion of **On-The-Job Training**, apprenticeships or work terms, including those referred to in Section 2.8.4, and any standard probationary period, qualified **Innu** trainees who successfully complete their training prior to the commencement of the **Operations Phase** of the first **Component**

to be developed will be offered those **Permanent Positions with Company**, that were identified under Section 2.8.2, at the commencement of that **Operations Phase**.

2.8.6 **Company** agrees that qualified **Innu** trainees who are identified prior to the **Operations Phase** of the first **Component** to be developed as being in training programs, including those referred to in Section 2.8.4, that are scheduled to conclude such training programs within one year of the commencement of the **Operations Phase** of the first **Component** to be developed, will be offered, if such trainees successfully complete their training within that timeframe and subject to any standard probationary period, those **Permanent Positions** that were identified under Section 2.8.2, when they conclude their training programs, if **Company** is able to, after making every reasonable effort, fill the targeted positions by term or contract employees during the period required for the **Innu** trainee to complete the training.

2.8.7 **Company** agrees that qualified **Innu** trainees who successfully complete training after the commencement of the **Operations Phase** of the first **Component** to be developed will, in any year that qualified **Innu** do not make up [REDACTED] of the **Permanent Positions**, and subject to any standard probationary period, be offered those **Permanent Positions with Company** that were identified under Section 2.8.2 during the **Operations Phases** as these positions become available through attrition.

2.8.8 Nothing in Section 2.8 shall be construed as limiting the ability of **Innu** from applying at any time for any position with **Company** in any **Operations Phase**. **Company** shall consider any such independently submitted application from qualified **Innu** in accordance with the applicable hiring practices and procedures. Any **Innu** who obtains a **Permanent Position** in the **Operations Phase** in this manner will be included in the calculation of the percentage of qualified **Innu** employed by **Company** under Section 2.8.2.

2.9 Educational Assistance for Innu

2.9.1 **Company**, in accordance with Section 2.9.2, and **Innu Nation**, in its discretion, shall provide financial or in-kind assistance or both by contributing to and participating in the following:

- (a) career counselling activities in schools in the **Innu Communities**;
- (b) **Innu** stay-in-school initiatives;
- (c) an **Innu**-designed and **Innu**-operated program of **Innu** role models and mentors to encourage and assist **Innu Youth** in educational institutions and in other training situations;
- (d) **Innu** student achievement awards for both core academic and culturally specific student achievement; and

- (e) **Innu Scholarships** to be awarded to those **Innu** students pursuing, or intending to pursue, post-secondary education or training at an appropriate institute who are selected in accordance with the mechanism established under Section 2.9.3.

2.9.2 **Company** agrees to provide, on an annual basis, the amount of [REDACTED] as its total financial contribution to the initiatives set out in Section 2.9.1.

2.9.3 The **Tshiashkueish Committee** shall be responsible for the administration of **Innu Scholarships** and the allocation of any funds provided by **Innu Nation** under Section 2.9.1 and the funding provided by **Company** under Section 2.9.2 and shall:

- (a) determine how the amount referred to in Section 2.9.2 and any financial contribution by **Innu Nation** under Section 2.9.1 is to be allocated among the initiatives set out in Section 2.9.1 in any given year, including whether all or a portion of the amount should be contributed to an educational endowment or educational trust fund;
- (b) develop eligibility criteria for applicants for **Innu Scholarships**, which criteria shall take into consideration the individual career aspirations of **Innu** and the participation by **Innu** in career fields that will contribute to the capacity of the **Innu Communities**; and
- (c) establish a process for selection of recipients and criteria for the amount to be paid to each recipient of an **Innu Scholarship**.

2.9.4 The **Tshiashkueish Committee** shall:

- (a) on a consensus basis, select eligible **Innu** to be recipients of **Innu Scholarships** in those years where it determines that **Innu Scholarships** are to be awarded, determine individual scholarship award amounts based on the criteria established under Section 2.9.3(c) and make arrangements for the awarding of the scholarships; and
- (b) from time to time as the **Tshiashkueish Committee** determines is appropriate,
 - (i) review and make revisions as necessary and appropriate to the operation of the **Innu Scholarships**, including the eligibility criteria, selection process and criteria for amounts to be paid to recipients, and
 - (ii) review and make revisions as necessary to the manner in which the amount referred to in Section 2.9.2 and any amount contributed by **Innu Nation** under Section 2.9.1 is allocated among the initiatives set out in Section 2.9.1.

2.9.5 Where **Company** makes summer student employment opportunities available with respect to the **Project** and there are sufficient **Innu Youth** who are interested and available, **Company** shall, either directly or through **Contractor**, provide summer student employment opportunities in the **Project** workforce for secondary and post-secondary **Innu Youth** with priority given to **Innu Youth** who are post-secondary students, and shall:

- (a) provide advance notice to **Innu Nation** of the number of summer student employment opportunities on the **Project** that will be available for the upcoming season, including job descriptions;
- (b) in the event there are less than ██████████ summer student employment opportunities on the **Project** in a given year, make available one-half of the summer student employment opportunities for **Innu Youth** who meet the qualifications and who are secondary or post-secondary students;
- (c) in the event there are more than ██████████ summer student employment opportunities on the **Project** in a given year, make available one-third of the summer student employment opportunities for qualified **Innu Youth** who are secondary and post-secondary students; and
- (d) work cooperatively with the school systems in the **Innu Communities** and **Innu** education counsellors to identify and place **Innu Youth** who are secondary and post-secondary students in summer student employment positions.

2.9.6 **Company** shall, either directly or through **Contractor**, wherever reasonably possible, provide work term placement opportunities in the **Project** workforce for **Innu Youth** who are post-secondary students enrolled in cooperative education programs at recognized academic institutions.

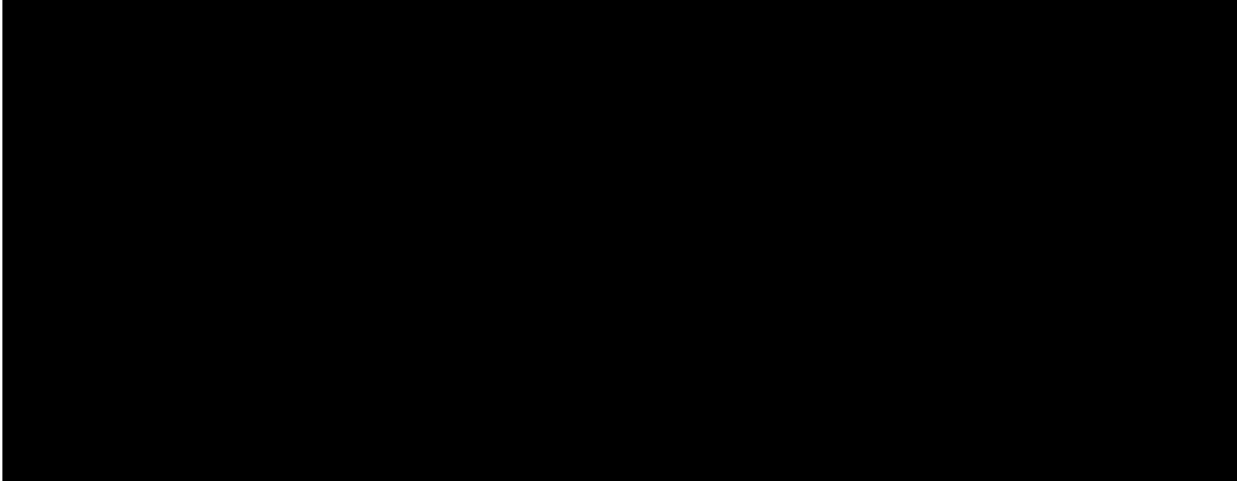
2.10 Encouraging Contractors to Employ Innu

2.10.1 **Company**, either directly or through **Contractor**, shall, as a means of supporting **Innu** participation in the **Project** workforce, specify in bid documents that **Innu Content** will be considered in bid evaluations as set out in Chapter 4, and inform bidders seeking to provide works, goods and services for each **Construction Phase** of the **Parties'** objectives of:

- (a) enhancing opportunities for qualified **Innu** to secure training and employment in the **Project** workforce, at all job levels; and
- (b) promoting **Innu** gender equality in the **Project** workforce.

2.11 Collective Agreements and Legislation**2.11.1 In the event that**

- (a) **Company** negotiates or renegotiates collective agreements with bargaining agents for **Project** employees, including any re-negotiation of existing collective agreements, **Company** will use every reasonable effort, which shall take into account reasonable commercial considerations, to include in such collective agreements provisions that accommodate the commitments made by **Company** to **Innu Nation** and the **First Nations** under this **Agreement**;
- (b) **Contractor** or **Subcontractor** negotiate or renegotiate collective agreements, including any re-negotiation of existing collective agreements, with one or more bargaining agents for **Project** employees, **Company** will require such **Contractor** or **Subcontractor** to use every reasonable effort, which shall take into account reasonable commercial considerations, to include in such collective agreements provisions that accommodate the commitments made by **Company** to **Innu Nation** and the **First Nations** under this **Agreement**;
- (c) **Company**, **Contractor**, or **Subcontractor** are unable to include in collective agreements with bargaining agents for **Project** employees provisions that accommodate the commitments made by **Company** to **Innu Nation** and the **First Nations** under this **Agreement**, the terms and conditions as set out in such collective agreements shall prevail over any conflict or inconsistency with this Chapter or with any other Chapter of this **Agreement** to the extent that such Chapter is applicable to the provisions in such collective agreement. **Company** shall be relieved of its commitments under the provisions of this **Agreement** in such cases where the provisions of this Chapter could not be included, or negotiated into, the aforesaid collective agreements and no cause of action shall lie against **Company** on the basis that such commitments have not been fulfilled. In such an instance, the **Parties** shall use every reasonable effort to give effect to the applicable provision to the maximum extent permitted by any conflicting provision in a collective agreement; and
- (d) a labour dispute has been submitted to a third party for resolution, **Company** shall ensure that any submissions it makes in relation to the dispute are consistent with its commitments under this **Agreement**.



2.11.5 Notwithstanding Section 2.11.1, the **Parties** agree that in the event that one or more collective agreements which contain terms and conditions that conflict with the provisions of this **Agreement** are imposed upon **Company**, **Contractor**, or **Subcontractor** pursuant to the *Labour Relations Act*, RSNL 1990, c. L-1, the conflicting terms and conditions set out in such collective agreements shall prevail, **Company** shall be relieved of its commitments under the conflicting provisions of this **Agreement**, and no cause of action shall lie against **Company** on the basis that such commitments have not been fulfilled.

