

AGREEMENT ON LABOUR

BETWEEN

THE MOHAWK COUNCIL OF KAHNAWÀ:KE
(hereinafter called “Kahnawà:ke”)

AND

LE GOUVERNEMENT DU QUÉBEC
(hereinafter called “Québec”)

(hereinafter collectively called “the Parties”)

PREAMBLE

WHEREAS the Parties signed a *Statement of Understanding and Mutual Respect*, dated June 10, 2009, and a *Framework Agreement*, dated July 16, 2009, the latter providing for the negotiation of special agreements in a certain number of fields, including labour;

WHEREAS the Parties, following the signing of the *Framework Agreement* of July 16, 2009, established a central negotiating table as well as sectorial negotiating tables, including one to discuss issues specific to labour matters;

WHEREAS the Parties agree on the necessity of entering into a general agreement on labour matters to satisfy their mutual interests;

WHEREAS the present Agreement on labour matters incorporates the main provisions of the specific Agreements signed in 2011 (the *Agreement on Employment Injuries and Occupational Health and Safety* and the *Interim Agreement on Certain Conditions Applicable to Kahnawake Workers on Honoré-Mercier Bridge Contract B*), (hereinafter the "Former Agreements");

WHEREAS the present Agreement provides additional rules governing certain aspects of the construction and renovation work on the Kateri Memorial Hospital and constitutes a supplementary agreement modifying the *Agreement for the financing of expansion and renovation of the Kateri Memorial Hospital Center Building* concluded in May 2009;

WHEREAS the present Agreement deals with only certain aspects of labour matters within the construction industry and compensation for industrial accidents and occupational diseases, however it is the Parties' intent to eventually enlarge the scope of the present Agreement in order to cover all aspects of the labour matters on the Territory covered by the present Agreement;

WHEREAS the Parties commit to work cooperatively and diligently to start implementing the present Agreement as soon as possible;

WHEREAS the Parties agree that complementary agreements may be needed to fully implement the present Agreement;

WHEREAS the Parties agree that their respective labour institutions will work constructively together in the development and the implementation of a Kahnawà:ke Labour Regime;

WHEREAS the Parties agree that the present Agreement on labour matters will allow the creation of a Regime known to the public and transparent in its operation.

THE PARTIES AGREE TO THE FOLLOWING:

Interpretation

1. The preamble is an integral part of the present Agreement.
2. In the present Agreement, unless the context conveys a different meaning:

“Territory of Kahnawà:ke” means:

- 1° all lands contained within the area commonly known as Kahnawà:ke Indian Reserve No. 14;
- 2° if applicable:
 - a) any lands added to the lands identified in subsection 1;
 - b) any lands set aside for the use and benefit of the Mohawks of Kahnawà:ke in accordance with section 36 of the *Indian Act* (Revised Statutes of Canada, 1985, chapter I-5);
 - c) any public lands placed under the management or administration of the Mohawks of Kahnawà:ke;
 - d) following an agreement with the communities concerned, all lands contained within the area commonly known as Doncaster Indian Reserve No. 17 and any lands added to those lands;

“Territory covered by the present Agreement” or “Territory” means the Territory of Kahnawà:ke and the whole of the Honoré-Mercier Bridge;

“CCQ” means the Commission de la construction du Québec;

“RBQ” means the Régie du bâtiment du Québec;

“CSST” means the Commission de la santé et de la sécurité du travail;

“Québec Worker” means a worker domiciled outside the Territory of Kahnawà:ke;

“Kahnawà:ke Worker” means a worker domiciled in the Territory of Kahnawà:ke;

“Worker or Workers” means both Québec and Kahnawà:ke Workers;

“Québec Contractor” means an employer whose head office or principal place of business is located outside the Territory of Kahnawà:ke;

“Kahnawà:ke Contractor” means an employer whose head office or principal place of business is located on the Territory of Kahnawà:ke;

“Contractor or Contractors” means both Québec and Kahnawà:ke Contractors;

“Québec Regime” means the regime of general application provided for by Québec legislation;

“Kahnawà:ke Regime” means the regime in effect on the Territory covered by the present Agreement.

Purpose

3. The present Agreement responds to the intention of the Parties as set forth in the *Framework Agreement* whereby Kahnawà:ke works together with Québec's ministry of Labour and Québec's Labour institutions (CCQ, RBQ, CSST) in order to develop and implement a Kahnawà:ke Labour Regime on the Territory.
4. The present Agreement establishes the framework for effective cooperation between the Parties in order to facilitate the exercise of authority and powers, the assumption of responsibilities, and the carrying out of duties pertaining to certain labour matters, on the Territory.

Authority, responsibilities, and financing

5. Kahnawà:ke and Québec will closely and continuously cooperate with Québec's labour institutions to create a Kahnawà:ke Labour Office to act as the authority (herein called the "Authority") in the development and the implementation of harmonious interaction between the two Regimes. The Authority will then define the rules governing construction, compensation for industrial accidents and occupational diseases, and occupational health and safety on the Territory.
6. The Kahnawà:ke Regime will incorporate rules and standards of the Québec Regime when deemed appropriate by the Parties.
7. The Parties shall enter into funding and financial complementary agreements, defining, among other things, the administration of contributions and compensations between the Parties.
8. The Kahnawà:ke Regime and all of its rules will be made public.
9. The Kahnawà:ke Regime will be dedicated to the fulfillment of the objectives and considerations shared by the Parties in these matters, namely:

A. Compensation for industrial accidents and occupational diseases

The Authority will work together with the CSST to integrate the functions of the current Kahnawà:ke workers' compensations program into the planned Kahnawà:ke Labour Office (including the administration of contributions and compensations to the CSST), within which the CSST will offer, through the Authority, financial services according to its standard practices, while the Authority would offer all other services required by injured Kahnawà:ke workers in a way similar to those of the Québec Regime:

- all workers are covered in the case of a work accident or an occupational disease;
- injured workers receive all the services that their condition requires;
- workers who suffer permanent damage as a result of an occupational injury have access to rehabilitation services;
- injured workers maintain an employment relationship and have the possibility of prompt and long-term return to work;
- workers have a right to redress mechanisms;

- employers cannot be subject to civil liability prosecution by workers or their estates (subject to exceptions defined in section 441 and 442 of the *Act respecting industrial accidents and occupational diseases*, (CQLR, chapter A-3.001).

B. Occupational health and safety

- the required health and safety standards applied by contractors are similar to those in the *Act respecting Occupational Health and Safety* (CQLR, c. S-2.1) If the health and safety standards required are higher, this requirement will be made public;
- workplaces are inspected;
- workers penalized for exercising a right under this Regime have the possibility of recourse;
- violations and penalties for infractions to this Regime are stipulated.

C. Construction

- the quality and public safety of construction work is ensured by the implementation of standards similar to those provided in the Construction Code and the Safety Code under the *Building Act* (CQLR, chapter B -1.1);
- all workers performing construction work have skills and vocational training similar to those required by the *Act respecting Labour Relations, Vocational Training and Workforce Management in the Construction Industry* (CQLR, chapter R -20);
- every contractor performing or supervising construction work has, for public safety, expertise or professional training similar to that required by the *Building Act*.
- *Certification of competency*
 - Kahnawà:ke will certify Kahnawà:ke workers to standards similar to those of the CCQ's trade and occupation certification process;
 - Kahnawà:ke will recognize workers' certification issued by the CCQ;
 - Kahnawà:ke will carry out all inspection of workers' certification on the Territory;
 - Kahnawà:ke will certify that the ability of Kahnawà:ke contractors is similar to the standards of the Québec's *Construction Code* and the *Safety Code* as defined by the *Building Act*;
 - Kahnawà:ke will recognize the contractor's license issued by the RBQ;
 - Kahnawà:ke will carry out all inspection of contractor's license or certification on the Territory.

➤ Work Conditions:

- all construction workers covered by the Kahnawà:ke Regime have wage and working conditions similar to those of construction workers covered by the Québec Regime;
- Ensure that, on the Territory, all contractors will apply either the *Fair Wage Agreement* or the Québec Regime, as per the choice of the worker;
- Kahnawà:ke workers performing construction work covered by the Kahnawà:ke Regime have the choice to join or not to join a union.

D. Resolution procedures and corrective action

- Kahnawà:ke will establish grievance resolution procedures, giving preference to mediation between the Parties and, when necessary, the application of arbitration mechanisms;
- Kahnawà:ke will define the mechanisms for the application of corrective action when irregularities in compliance with the rules of the Kahnawà:ke Regime are noted.

Workforce mobility

10. The Parties commit, following the signing of the present Agreement, to ensure that the Authority, working with Québec institutions, will facilitate the integration of those Kahnawà:ke workers and contractors wishing to enter into the construction industry outside the Territory, as governed by the Québec Regime, including obtaining a CCQ certification or RBQ license.

Applicability

11. Except as otherwise provided in the present Agreement or in complementary agreements, the present Agreement applies to workers and contractors working on the Territory.
12. Notwithstanding any contrary provision of the present Agreement, the following exceptions apply:

The provisions of the present Agreement dealing with workers' compensations for industrial accidents or occupational diseases do not apply to:

- a. persons subject to an interprovincial or international agreement concluded by the CSST or by Québec;
- b. persons subject to an agreement under sections 15 to 17 of the *Act respecting industrial accidents and occupational diseases* (A-3.001), unless a similar agreement has been reached by the Authority in charge of the Kahnawà:ke Regime, as will be explained below;
- c. any other person Québec may determine by regulation, with Kahnawà:ke's consent.

Liaison Committee

13. The Parties acknowledge the need to cooperate and to coordinate their efforts and agree to continue the developmental work through the QKR central table, the Labour sectorial table and cooperative working groups, when deemed appropriate.
14. A Liaison Committee would be formed once the Authority is put in place with the mandate to ensure the implementation of the present Agreement and other complementary agreements, foster an exchange of information between the Parties and, when relevant, formulate opinions and recommendations.

In addition, the Liaison Committee has the mandate to continuously promote, ensure, and monitor the harmonious interaction between the two Regimes.

15. The Liaison Committee has the specific responsibility in the case of disputes to evaluate the situation and, if need be, propose to concerned authorities solutions for preserving the present Agreement and other complementary agreements, and continuing their implementation.
16. The composition of the Committee shall include representatives from the Parties, including representatives from Kahnawà:ke, the Authority, Québec and from organizations under the responsibility of the Ministre du Travail, and any other person deemed necessary.
17. The Authority shall provide to the Liaison Committee an annual report outlining progress and issues regarding the shared objectives of the present Agreement and complementary agreements.

Final provisions

Coming into force of various articles

18. The provisions of the present Agreement dealing with the particular rules governing the Kateri Memorial Hospital construction and renovation work (contained here below in section 21) shall come into force once the present Agreement has been signed by the Parties.
19. The remaining provisions of the present Agreement requiring legislative changes will take effect once the legislative amendments enacted to implement the present Agreement are in force. Upon the coming into effect of the remaining provisions of the present Agreement the Former Agreements will be terminated.

Implementation

20. The Parties commit to work cooperatively and diligently to start implementing the present Agreement as soon as possible.

In this spirit, the Labour sectorial Table will produce a schedule for the implementation of the present Agreement as soon as possible after its signing. This schedule must specify, in writing, the date or dates of the stages of this implementation and provide for transitional measures pending the full implementation of the Kahnawà:ke Regime.

The Parties understand that some of the provisions of the present Agreement require legislative amendments in order to be properly

implemented. Québec commits to taking the necessary steps to implement the present Agreement, including the tabling of a bill to the National Assembly, within a reasonable timeline.

Particular rules governing the Kateri Memorial Hospital construction and renovation work

21. The Agreement for the financing of expansion and renovation of the Kateri Memorial Hospital Center Building concluded by the Parties in May 2009 is hereby modified pursuant to section 3 of the *Act to ratify various agreements concerning a hospital centre in the Kahnawake territory* (S.Q. 1984, chapter 13, as amended by S.Q. 2009, chapter 23) by adding, immediately after section 3, the following:

" 3.1 The following rules will apply to the expansion and renovation works that will be done in accordance with the present Agreement:

➤ *Certification of competency*

- Kahnawà:ke will certify Kahnawà:ke workers to standards similar to those of the CCQ's trade and occupation certification process;
- Kahnawà:ke will recognize workers' certification issued by the CCQ;
- Kahnawà:ke will carry out all inspection of workers' certification on the Territory;
- Kahnawà:ke will certify that the ability of Kahnawà:ke contractors is similar to the standards of the Québec's *Construction Code* and the *Safety Code* as defined by the Building Act (CQLR, chapter B-1.1);
- Kahnawà:ke will recognize the contractor's license issued by the RBQ;
- Kahnawà:ke will carry out all inspection of contractor's license or certification on the Territory;

➤ *Occupational Health and Safety.* The principal contractors chosen to carry out the work on the Hospital's construction site would develop a prevention program to be discussed by Kahnawà:ke and CSST representatives.

➤ *Unionization.* Kahnawà:ke workers have the choice to join or not to join a union."

Various provisions

Evaluation

22. Five years after the coming into force of this Agreement, the Parties shall review the implementation of the Agreement.

To this end, the Parties shall entrust a mandate to a committee to conduct a comprehensive assessment of the implementation of this Agreement. The Committee will present its analysis and, if appropriate, its recommendations in a written statement to both Parties report.

Amendments

23. The Parties may, upon mutual consent and in writing, amend the present Agreement. To be valid, amendments to the present Agreement must be made in writing and be signed by the Parties or their duly authorized representatives.

Termination

24. The present Agreement shall be terminated sixty days after one party or the other has sent a written notice of termination, unless the Parties come to an agreement on different provisions before the said term.

Scope

25. The present Agreement is not a treaty within the meaning of the Constitution Act, 1982 and must in no way be construed of having the effect of a repeal, waiver, negation or recognition of an aboriginal right, treaty right, or other right.
26. The Parties intend that the present Agreement be general in scope and that they wish, in the future, to address labour matters other than those specifically addressed by the present Agreement.

IN WITNESS WHEREOF the Parties declare that they have read the present Agreement and signed as follows:

**For the Mohawk Council of
Kahnawà:ke**

For le Gouvernement du Québec

ORIGINAL SIGNED

ORIGINAL SIGNED

Lloyd Phillips, Chief

Sam Hamad, ministre du Travail

ORIGINAL SIGNED

ORIGINAL SIGNED

Rhonda Kirby, Chief

Geoffrey Kelley, ministre
responsable des Affaires
autochtones

ORIGINAL SIGNED

Jean-Marc Fournier, ministre
responsable des Affaires
intergouvernementales canadiennes
et de la Francophonie canadienne