

**AGREEMENT ON EMPLOYMENT INJURIES  
AND ON OCCUPATIONAL HEALTH AND SAFETY**

**BETWEEN**

**THE MOHAWKS OF KAHNAWAKE**

(herein referred to as « Kahnawà:ke »)

**AND**

**QUÉBEC**

(herein referred to as « Québec »)

(together referred to as "The Parties")

## **AGREEMENT ON EMPLOYMENT INJURIES AND ON OCCUPATIONAL HEALTH AND SAFETY**

**WHEREAS** Québec and Kahnawà:ke have signed a Statement of Understanding and Mutual Respect, dated June 10<sup>th</sup>, 2009, and a Framework Agreement, dated July 16<sup>th</sup>, 2009, which provides for the negotiation of specific agreements in a certain number of fields, including Labour related questions;

**WHEREAS** Kahnawà:ke and Québec each have a worker protection plan against industrial accidents and occupational diseases, one known as the Mohawk Self Insurance Program (MSIP) and the other one administered by the Commission de la santé et de la sécurité du travail (CSST) du Québec;

**WHEREAS** the parties wish to work together for the purpose of ensuring the replacement of the Québec plan with the Kahnawà:ke plan in the Kahnawà:ke territory;

**WHEREAS** by entering into this Agreement, the parties express their intention to work together when it comes to employment injuries and occupational health and safety;

### **THE PARTIES AGREE TO THE FOLLOWING:**

#### **Subject matter and interpretation**

1. The subject matter of this Agreement is the establishment of a framework for effective cooperation between the parties concerning employment injuries and occupational health and safety, notably by determining the sphere of application of their respective programs and the relations between the organizations that administer said programs.
2. The preamble shall form an integral part of this Agreement.
3. In this Agreement, unless the context indicates otherwise, the following terms shall have the following meanings:
  - a) "Agency": the administrative entity entrusted with the administration of the Kahnawà:ke plan by the Mohawk Council of Kahnawà:ke;
  - b) "Commission": the *Commission de la santé et de la sécurité du travail* established by the *Act respecting Occupational health and safety*;
  - c) "Kahnawà:ke plan": the worker protection plan and the health and safety standards approved by the Mohawk Council of Kahnawà:ke, as amended from time to time;
  - d) "Kahnawà:ke territory":
    1. all the land contained within the area commonly known as Kahnawà:ke Indian Reserve No. 14;
    2. subject to the agreement of the parties, all the land contained within the area commonly known as Doncaster Indian Reserve No.17;

3. any land set apart for the use and benefit of the Mohawks of Kahnawà:ke and considered special reserves in accordance with section 36 of the Indian Act;
  4. the lands which may be added to lands identified in (1) or (2); and
  5. any public lands that would be placed under the management or administration of the Mohawks of Kahnawà:ke or its Council, should the case arise;
- e) "Kahnawà:ke worker": a worker having his domicile in the territory of Kahnawà:ke;
  - f) "non-Kahnawà:ke worker": a worker who is domiciled outside the territory of Kahnawà:ke;
  - g) "occasional work": work for a project the duration of which, from start to finish, does not exceed five continuous working days.
  - h) "Québec plan": the worker protection plan stipulated in *the Act respecting industrial accidents and occupational diseases* and in the *Act respecting Occupational health and safety*, including the program *For a Safe Maternity Experience*;
  - i) "worker": a natural person who is entitled to be covered by the Kahnawà:ke plan or the Québec plan, as the case may be;

#### **Respective responsibilities**

4. Kahnawà:ke undertakes to ensure, in the Kahnawà:ke plan, the universal coverage of all workers, to whom the present agreement applies, similar to the universal coverage of the Québec plan.
5. Except for the purpose of section 11 or where this Agreement stipulates otherwise, a person who works in an establishment or on a construction site located in the Kahnawà:ke territory shall be covered by the Kahnawà:ke plan, and the provisions of the Québec plan shall not apply to him or to his job, except for sections 438, 439, 440, 441 and 442 of *An Act respecting Industrial Accidents and Occupational Diseases*.
6. Except for the purpose of section 10 or where this Agreement stipulates otherwise, a person who works in an establishment or on a construction site located outside Kahnawà:ke territory shall be covered by the Québec plan and the provisions of the Kahnawà:ke plan shall not apply to him or to his job.
7. For the sole purpose of this Agreement, a person who works on a construction site situated on the Honoré-Mercier Bridge is a worker covered by the Kahnawà:ke plan and the same exceptions as in section 5 apply.
8. The present agreement does not apply:
  - a) to persons covered by an interprovincial or international agreement entered into by the Commission or the Government of Québec;
  - b) to persons contemplated by an agreement pursuant to sections 15 to 17 of *An Act respecting Industrial Accidents and Occupational Diseases* unless a similar agreement is concluded by the Agency.
9. A person who does occasional work outside the territory where he normally works shall continue to be covered for this occasional work by the plan that protects him for his usual work.

10. A Kahnawà:ke worker covered by the Québec plan who is the victim of an industrial injury or claims the benefits of the *For a safe Maternity Experience Program* shall have the choice of submitting a claim either to the Commission or to the Agency. If the claim is submitted to the Agency, the latter can be reimbursed for its costs by the Commission.
11. A non-Kahnawà:ke worker covered by the Kahnawà:ke plan who is the victim of an industrial injury or claims the benefits of the *For a safe Maternity Experience Program* shall have the choice of submitting a claim either to the Agency or to the Commission. If the claim is submitted to the Commission, the latter can be reimbursed for its costs by the Agency.
12. A worker is deemed to have made the choice referred to in section 10 or 11 when a formal claim is filed with the Commission or the Agency. This choice is final and cannot be changed subsequently.
13. The Commission or the Agency that receives a claim under articles 10 or 11 must process this claim in accordance with the plan that it administers.

### **Reciprocal agreements**

14. The Commission may enter with the Agency into any agreements required for the proper administration of this Agreement. Such agreements may, among other things, define the terms and conditions of the repayments stipulated in articles 10 and 11, as well as the various guarantees necessary to ensure their execution.

### **Cooperation**

15. The parties recognize the need to cooperate and to coordinate their efforts to achieve the objectives of this Agreement.

### **Liaison Committee**

16. A Liaison Committee will be set up to oversee and facilitate the application of this Agreement.
17. The Liaison Committee will be made up, in equal number, of representatives of each party, including a representative of the Commission and of the Agency.
18. The Liaison Committee will meet as often as is necessary. It will have the power to make joint recommendations to the parties on any matter relating to the implementation of this Agreement. Without limiting the generality of the foregoing, any difficulty in the determination of the domicile of a worker for the purpose of establishing their status under the provisions of this Agreement may be submitted to the Liaison Committee.

### **Final provisions**

#### *Date of implementation*

19. This Agreement shall not take effect before it has been ratified by the Mohawk Council of Kahnawà:ke and the Government of Québec.
20. Once this Agreement has been ratified, the parties shall diligently, and without undue delay, establish in writing the date or dates of its implementation, and if necessary put in place transitional mechanisms.

### *Amendment of the Agreement*

21. This Agreement may be amended by the mutual written consent of the Parties. In order to be valid, any amendment to this Agreement must be made in writing and signed by the Parties or their duly authorized representatives

### *Implementation of the Agreement*

22. Québec agrees to take, as soon as possible, the necessary steps to implement this Agreement.
23. Kahnawà:ke agrees to take, as soon as possible, the necessary steps to implement this Agreement.

### *Difficulty of application*

24. The parties undertake to submit to the Liaison Committee any disagreement or situation that they consider to be of such nature as to prevent the application of one or all of the provisions of this Agreement.
25. If the difficulty remains unresolved at the end of thirty days from the date on which the difficulty is referred to the Liaison Committee, the party that submitted it shall be able to send the other party a written notice of termination, as stipulated in article 26.

### *Termination of the Agreement*

26. Subject to section 25, the Agreement shall terminate at the expiry of sixty days after the sending, by either party, of a written notice of termination, unless the parties agree on different provisions before said term.
27. In case of termination, the Liaison Committee will see to recommending to the parties the transitional or final provisions to be taken.
28. This Agreement is not a treaty within the meaning of section 35 of the Constitution Act, 1982 and must in no way be construed as having the effect of a repeal, waiver, negation or recognition of an aboriginal right, a treaty right or other right.
29. In the event that any provision of this Agreement is declared null and void or invalid by a competent court, the parties agree to remedy, as soon as possible, this nullity or invalidity so that the objectives sought by the Agreement are achieved.

IN WITNESS WHEREOF, the parties have signed:

For Québec:

Le ministre responsable des Affaires autochtones,

  
\_\_\_\_\_  
GEOFFREY KELLEY

May 10, 2011  
Date

Québec City, Québec  
Place

For Kahnawà:ke:


The portfolio Chief for Intergovernmental Relations,

  
\_\_\_\_\_  
MIKE BUSH

May 10, 2011  
Date

QUEBEC City, QUEBEC  
Place

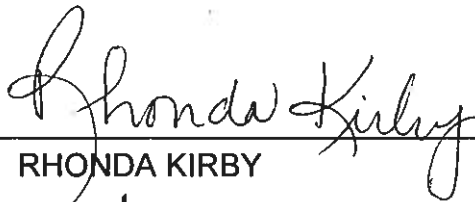
Le ministre responsable des Affaires intergouvernementales canadiennes et de la Francophonie canadienne,

  
\_\_\_\_\_  
PIERRE MOREAU

May 10 2011  
Date

Quebec  
Place


The portfolio Chief for Labor,

  
\_\_\_\_\_  
RHONDA KIRBY

May 10, 2011  
Date

Quebec City, Que  
Place

La ministre du Travail,

  
\_\_\_\_\_  
LISE THÉRIAULT

May 10, 2011  
Date

Quebec, Québec  
Place